

REQUEST FOR PROPOSALS
FOR
HEALTH SERVICES



RFP #: 3000015104

Proposal Due Date/Time: JUNE 23, 2020 AT 11:59 PM CST

**State of Louisiana
Office of Juvenile Justice**

May 12, 2020

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REQUEST FOR PROPOSAL FOR HEALTH SERVICES

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing on-site primary health services to include medical, dental and mental health, and related support services for youth males in the custody of the Youth Services (YS) at four (4) secure centers located in the following cities in Louisiana; Bridge City (near New Orleans), Monroe, Columbia and Bunkie. Additionally, Proposer will be able to coordinate comprehensive off-site hospital and specialty health care services for the youth in custody utilizing the state's prison health care model. Proposers need to serve all four (4) facilities in order to propose.

Through this RFP, YS seeks one (1) contract to provide on-site primary health care while coordinating with the state's new prison health care model to ensure accessibility to emergency services, off-site specialty care and hospitalization.

The provision of services is primarily provided on-site at the secure centers for youth. Specialized services may be provided through agreements with area providers such as hospitals, clinics, medical specialists, laboratories and other specialized providers.

The Youth Services is soliciting proposals to provide health services at the following four (4) secure centers for male youth:

1. Bridge City Center for Youth
3225 River Road
Bridge City, Louisiana 70094
2. Swanson Center for Youth
4701 South Grand Street
Monroe, Louisiana 71202
3. Swanson Center for Youth at Columbia
132 Highway 850
Columbia, Louisiana 71418
4. Acadiana Center for Youth
1536 Bordelon Road
Bunkie, Louisiana 71322

1.2 Background

Mission

Youth Services protects the public by providing safe and effective individualized services to youth, who will become productive, law-abiding citizens.

Vision

Youth Services is a quality system of care, which embraces partnerships with families, communities and stakeholders to assist youth in redirecting their lives toward responsible citizenship.

We Believe

- All youth are unique, valuable individuals who are worthy of respect and kindness.
- All youth are capable of learning and making healthy decisions.
- All youth should have a safe environment in which to live, grow and learn.

We Value

- The commitment, expertise and professionalism of our staff.
- The continued safety and care of the youth and the public of Louisiana.
- The families, the community, and other partnerships that instill productive and positive changes in our youth.

Louisiana's public health system, previously operated by Louisiana State University's medical community, no longer exists. Historically, this health system, which consisted of ten (10) hospitals and various specialty clinics throughout the state, served as the principal source for offender care. However, the state has partnered with community hospitals.

OJJ operates four (4) 24-hour secure facilities for males: Swanson Center for Youth at Monroe, Swanson Center for Youth at Columbia, near Monroe, Bridge City Center for Youth in Bridge City, near New Orleans, and Acadiana Center for Youth at Bunkie, near Alexandria.

1.3 Goals and Objectives

Health services must be provided in a manner which meets established standards of the American Correctional Association (ACA) and the Performance-based Standards (PbS), the Louisiana Youth Services, and all federal, state, and local laws.

(1) The Contractor must define a system to provide for all of the following aspects of health care:

- On-site primary and preventive health services, including dental services, optometry services, 24/7 nursing staff, pill call, and sick call;
- Off-site specialty care as requested by primary care physicians or dentist;
- Emergency medical care as requested by health care staff; and
- Pharmaceutical services

(2) The Contractor must provide on-site mental/behavioral health services, to include:

- a. All psychiatric assessments;
- b. All mental health counseling and treatment;
- c. All mental health emergency room, outpatient, and inpatient hospital care;

- d. All mental health on or off-site specialty referrals;
- e. Therapeutic and diagnostic ancillary services as listed under "medical services" when these are ordered as a part of the mental health delivery process; and
- f. Substance treatment services.

(3) The Contractor must provide the following administrative functions:

- a. Attendance at monthly contract overview meetings;
- b. Attendance at relevant institution weekly director meetings;
- c. Attendance at relevant statewide meetings;
- d. Incident reporting in compliance with policies and procedures set forth by YS;
- e. Monthly staffing reports, including hours worked by staff by position, staff vacancies, and recruitment efforts;
- f. Designated Health Services Administrator for each facility;
- g. Reports generated from quality assurance meetings and audits;
- h. Monthly health care services report; and
- i. Monthly pharmaceutical and therapeutic meetings and audits.

(4) The Contractor must maintain an open, collaborative relationship with YS Central Office administration, YS Health Services Director, correctional facility director, and staff.

(5) The Contractor must operate the health services program in a humane manner with respect to the youth's right to appropriate health care services.

(6) Access to Health Care: The Contractor shall describe how it intends to provide unimpeded access to care that meets the medical, dental, vision, and mental health needs of the youth.

(7) Youth Grievance Mechanism: The Contractor will utilize the YS policies and procedures in dealing with youth complaints regarding any aspects of the health care delivery system.

(8) Record-keeping: The Contractor will describe its ability and willingness to maintain all nonproprietary records pertaining to the contract or to services provided under the contract, including but not limited to those records specifically mentioned in the RFP or the contract. These records shall be made available to YS for lawsuits, monitoring or evaluation of the contract, and other statutory responsibilities of YS and/or other State agencies, and shall be provided at the cost of the Contractor when requested by YS during the term of the contract or after termination of the contract for the period specified.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about **September 1, 2020** and is anticipated to end on **August 31, 2023**. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

1.5 Definitions

ACA	The American Correctional Association is a not-for-profit correctional association that maintains a voluntary accreditation program for juvenile facilities that meet its published standards.
Accreditation	Award given by American Correctional Association signifying compliance with the required number of standards in its Juvenile Health Care Performance Based Standards and Expected Practices and Outcome Measures.
ACY	Acadiana Center for Youth
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
BCCY	Bridge City Center for Youth
Contractor	Any person having a contract with a governmental body; the selected Proposer
CHP	Contracted Healthcare Provider
Day	12:01 a.m. to 12:00 p.m.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
Evidence Based Practice	Best Practice that has been tested on a control group in an academic setting to determine scientifically the practice's ability to produce positive outcomes.
EMR/HER	Electronic Medical Record/Electronic Health Record
HCRF	Health Care Request Form
HCSD	Health Care Service Delivery
HSU	Health Services Unit

Implementation	The successful transition to the point of full service/operation as specified in the contract resulting from this RFP.
Installation	The delivery and physical setup of products or services requested in this RFP.
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Medical Staff	Licensed MD, DO, DDS, Physician Extenders (Nurse Practitioners, Physician Assistants) Registered Nurses or LPNs
Mental Health Staff	Registered or Licensed Ph.D., MSW, LCSW, MD, LPC or RN/LPN
Mental Health Professional	Licensed Clinical Social Worker, Licensed Professional Counselor, Psychologist, Psychiatrist
OJJ	Office of Juvenile Justice
OSP	Office of State Procurement
Outcomes	The desired impact and effectiveness of the service on the client; must be measurable and observable.
PbS	Performance based Standards
PREA	Prison Rape Elimination Act
Products	Tangible goods or manufactured items as specified in this RFP.
Proposal	A response to an RFP.
Proposer	A firm or individual who responds to an RFP.
Provider	An individual or organization providing services to Youth Services, through a duly executed contractual agreement. The terms “Contractor,” “facility” and “program” are also used to mean “provider”.
Region	An organizational subdivision of Youth Services with a defined geographical location.
RFP	A request for proposals.

SCY and SCYC	Swanson Center for Youth and Swanson Center for Youth at Columbia
Shall, Must or Will	The terms “shall”, “must” or “will” denote mandatory language, a requirement that must be met without alteration.
Should	The term “should” denotes a desirable action.
Standard Operating Procedures (SOP)	Youth Services has posted its Standard Operating Procedure for All <i>Contract Providers</i> at www.ojj.la.gov/ Additional definitions can be found in the SOP documents.
The State of Louisiana	Agencies, departments, offices boards, commissions and other governmental entities within or reporting to the Executives, Legislative and Judicial branches of Louisiana government including, but not limited to Youth Services, the Legislative Auditor, Division of Administration/Office of State Procurement.
Structured Assessment of Violence Risk in Youth (SAVRY)	An evidence-based assessment designed to assist professionals in making judgments about a youth’s needs for case planning. This assessment comprises 24 risk/need items which were identified in existing research (SAVRY: Bartel, Borum and Forth, 2000) on adolescent development, delinquency and aggression in youth. Six protective factors are included in the SAVRY which have also been identified by current research as potentially mitigating the risk of future violence and delinquent activity. The SAVRY utilizes a structured, professional judgment method of assessment, meaning the YS Employee completing the assessment rates the youth on a number of evidence-based risk factors and then weighs all the information to come to a final judgment that the youth is Low, Moderate or High risk for future violence and/or general reoffending.
Telemedicine	The use of telecommunication and information technologies in order to provide clinical health care at a distance.
USPSTF	United States Preventive Services Task Force is an independent, volunteer panel of national experts in disease prevention and evidence-based medicine. The Task Force works to improve the health of all Americans by making evidence-based recommendations about clinical preventive services.

Youth	A young person adjudicated delinquent or Families in Need of Services (FINS) and placed in custody or under the supervision of Youth Services.
YS	Youth Services

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	May 12, 2020
Site Visits- Bridge City Center for Youth	May 19, 2020 10:00 A.M. CST
Site Visits- Acadiana Center for Youth	May 20, 2020 10:00 A.M. CST
Site Visits- Swanson & Columbia Centers for Youth	May 21, 2020 10:00 A.M. CST (SCY) May 21, 2020 01:00 P.M. CST (SCYC)
Deadline for receipt for written inquiries	May 28, 2020 02:00 P.M. CST
Deadline to answer written inquiries	June 9, 2020
Deadline for receipt of electronic proposals	June 23, 2020 11:59 P.M. CST
Oral Presentations - OJJ Central Office	June 30, 2020 10:00 A.M. CST
Notice of Intent to award announcement, and 14-day protest period begins, on or about	July 20, 2020
Contract execution, on or about	September 1, 2020

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Electronic Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit an electronic proposal containing the mandatory information specified. The proposal must be received by electronic copy to OJJProposal@la.gov, the agency's designated RFP response email address, on or before the date and time specified in the Schedule of Events. E-mail submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the time specified.

The proposal package must be emailed to: OJJProposal@la.gov with the Subject Line: RFP# 3000015104 Proposal Submission – [Proposer Name]. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with "Part 1 of ____" included at the end of each original Subject Line (e.g. RFP# 3000015104 Proposal Submission – [Proposer Name] – Part 1 of 3).

The State assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Proposer to ensure their proposal is received at the specified email address

prior to the deadline for submission. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered.

State servers limit email sizes to 30MB uncompressed and 10MB encrypted. If Proposer's email exceeds these sizes, Proposer must send multiple emails to avoid rejection and non-delivery.

1.8 Qualification for Proposer

Proposers must meet the following mandatory qualifications prior to the deadline for receipt of proposals.

1.8.1 Mandatory Qualifications:

The Proposer must provide evidence that it has adequate financial resources to operate for ninety (90) days as demonstrated by an audited financial statement prepared by a Certified Public Accountant. Proposer must submit an audited annual financial statement (compilation report is not acceptable) for the three (3) Accounting Periods (2016 through 2018).

If the organization is new or is otherwise unable to provide an audited financial statement, the proposal must clearly indicate WHY the Proposer cannot provide an audited financial statement. The current financial circumstances of the organization may then be demonstrated by submitting the organization's current balance sheet containing current assets and current liabilities.

Financial resources will be measured as follows:

Current Assets – Current liabilities or an available line of credit documented by a financial institution must equal no less than 25% of the annual operating cost of the program proposal submitted.

Proposers must also meet the following minimum qualifications prior to the deadline for receipt of proposals:

- a. The Proposer must demonstrate the ability to provide a system of technical and medical support, as well as professional staff development.
- b. The Proposer must demonstrate recruiting and retention capabilities.
- c. The Proposer must have experience with proven effectiveness in administering a health program in a correctional facility for youth.
- d. The Proposer must demonstrate the ability to process and handle bill payment services with a history of timely bill payments to current subcontractors and Vendors.
- e. The Proposer must be able to achieve and maintain ACA Accreditation at the start of the contract.

The Proposer is obligated to adopt and comply with current PREA Standards found at <https://www.prearesourcecenter.org/sites/default/files/content/preafinalstandardstype-juveniles.pdf> and ACA Juvenile Facility Standards found on the www.aca.org website.

Proposer should provide a statement confirming that the Proposer meets or exceeds the Mandatory qualifications.

Youth Services reserves the right to request additional information to support that the mandatory qualifications have been met by the Proposer prior to the deadline for receipt of proposals.

Mandatory Site Visits

Mandatory site visits will be held at each of the youth centers as noted in the Schedule of Events. The purpose of the site visit is to allow Proposers to tour the facility, the infirmary and office space available for occupancy. Proposers intending to submit a proposal **must** have a duly authorized representative attend the site visits. Agency requests that each potential proposer send only one (1) person for the site visit and that person will be screened at the gate and required to wear a mask during the visit.

Although impromptu questions will be permitted and spontaneous answers will be provided during the mandatory site visits, the only official answer or position of the State will be stated in writing in response to written questions. Potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, written questions will be researched and an official response will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

1.8.2 Desirable Qualifications:

Proposers should meet the following desirable qualifications prior to the deadline for receipt of proposals

The Proposer should include a description of all legal action -pending or filed in the past five (5) years – that resulted in a decision against the Proposer, or any legal action against any other company that has occurred as a result of a business association with the Vendor; If the Proposer does not have any legal action pending or filed within the past five (5) years, then the Proposer should provide a statement indicating no legal actions.

1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Proposer cannot comply with any of the contract terms, an explanation of each

exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.9.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure and number of years in business

The Proposer should provide copies of all required licenses and certifications, if they have already been obtained.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract.

- a. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.
- b. Proposers should identify all current contracts
- c. Proposers should also identify contracts that have been terminated in the last three (3) years. If there are none, then a statement must be including indicating no terminated contracts for the specific timeframe.

Proposers should clearly describe their ability to exceed the qualifications described in 1.8.1 Mandatory Qualifications and 1.8.2 Desirable Qualifications.

Proposer should provide a description of staff orientation programs and any in-service training that will be used to support the contracted services.

Further, if governed by a Board of Directors, the Proposer should list the names and contact information of Board of Directors and provide a copy of the Board's Resolution (**see Attachment IV for sample**).

If the Proposer intends to subcontract portions of the work, the same information regarding the prospective subcontractor's company as is requested for the Proposer's company should be provided.

1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.

- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Provide a staffing plan that identifies all personnel required to perform the services and responsibilities described in this RFP.
- Present innovative concepts for consideration.

Youth who are referred to secure custody of Youth Services typically present a wide range of difficult emotional and behavioral challenges. Therefore, Proposers responding to this RFP should demonstrate expertise and willingness to work with these youth. The proposal should describe specific treatment modalities for the varying needs of secure care youth.

YS expects the contract to serve all referred youth. Treatment interventions should address moderate to severe behavioral/emotional problems, escape behavior, sexual offenses, physical aggressiveness and low intellectual functioning. The proposal should detail how the provider will serve these different populations.

The Proposer should demonstrate the ability to provide a system of technical and medical support, as well as professional staff development. The Proposer should define a system that will provide all of the aspects of health care as described in the RFP. The Proposer should describe how it intends to provide unimpeded access to care that meets the medical, dental, and mental health needs of the youth. Because YS prefers to minimize the need for youth to travel off-site for services, the Proposer should describe how the Proposer will incorporate these expectations into the care delivery plan. Proposers are encouraged to collaborate with other service providers to increase the continuum of services or the availability of service delivery.

YS encourages responses that demonstrate a thorough understanding of the scope of work and what is required by the Proposer to satisfactorily provide services described in the RFP. To this end, the Proposers must submit for this section of the Proposal, a work plan that will be used to create a consistent, coherent management plan of action that will be used to guide the contract. The work plan must include detail sufficient to give the YS an understanding of the Proposer's knowledge and approach. Specifically, the Proposer must fully describe its approach, methods, and specific work steps for doing the work and producing at the level of the contract's performance standards. YS encourages responses that demonstrate a thorough understanding of the nature of the work and what the Proposer must do to get the work done well. The Proposer must also provide a complete and detailed description of the way it will do the work that addresses all areas of concern.

YS seeks insightful responses that describe proven, state-of-the-art methods. Recommended solutions should demonstrate that the Proposer would be prepared to quickly undertake and successfully complete the required tasks. The Proposer's work plan must clearly and specifically identify key personnel assignments and the number of hours by individual for each task. (NOTE: The staffing plan, as described in Section 1.9.6- Proposed Staff Qualifications, must be consistent with the Work plan). After award, the Work Plan must become the Contractor's master plan to fulfill the Contract. It will incorporate other plans required by this RFP, if any. The Work Plan must be as complete as possible at the time of submission. The work plan must:

1. Describe the Proposer's organization(s) and management structure responsible for fulfilling the Contract's requirements.
2. Describe the methodologies, process, and procedures the Proposer's organization(s) would follow to do the work.
3. Define the Proposer's quality review process and describe how communication and status review will be conducted between all parties. The Proposer must also describe how it will implement and maintain a continuous quality improvement program (Quality Assurance Program) that incorporates clinical and non-clinical findings from the various committees and management reports. In addition, the Proposer must describe how the program will review additional issues based upon frequency of occurrence and severity of impact. The Proposer must describe how they will incorporate the program with existing committees and the flow of information from facility to Central Office. The Proposer must describe the process that will be followed to achieve consensus regarding appropriate screens. The Proposer must describe how it will develop and implement plans to address findings. Proposers must define their peer review processes.
4. Describe the work reporting procedures required for the successful completion of the work.
5. Address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.
6. Describe the process that will be used so that service list status "follows" the offender to a new facility when youth are transferred between facilities.
7. The Proposer should include a description of the methods through which EKG services will be provided to each YS facility.
8. The Proposer should describe how it will make optometry services available at each facility.
9. Each Proposer should include a description of its utilization review and approval process. The Proposer should describe, in detail, the process and criteria used in the Utilization Management Program.
10. The Proposer should describe how the oversight and coordination program will be managed.
11. YS requires a paperless health record. Proposers shall submit proposals that include a paperless health records system. The plan should address issues such as staff training, equipment installation, hardware, software, implementation plan with time frames, on-going technical support, and ownership of the electronic health records during and upon termination of the contractual period.
12. To ensure the Proposer's network is adequate to serve YS youth, the Proposer should include written descriptions of the following:
 - Establishment of a network of regional and tertiary care settings for outpatient specialty services.
 - Establishment of a network of regional and tertiary care settings for inpatient care services.
 - Establishment of arrangements for local off-site emergency room services.
 - Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care (not excluding mental health care when off-site inpatient mental health care placement is necessary), for placement in on-site infirmaries, mid-level residential mental health treatment settings, and for acute care mental health treatment units.

- Management of a prior approval process for emergency travel within one (1) business day, and that provides a clear process for dispute management.

13. The Proposer should list its ability and expertise in the following:

- a) Recruitment practices (Proposer should include a description of recruiting capabilities and the Proposer's ability to respond to acute recruitment needs prior to the start of the contract.)
- b) Equal employment opportunities
- c) Licensure/certification requirements
- d) Staff training and personnel development
- e) Orientation of new personnel
- f) Continuing education
- g) In-service training

14. In addition to direct service provision, it is critical that the Proposer's data and reporting systems allow the YS to monitor care delivery, contract compliance, and performance outcome measurements. The resulting contract(s) will specify performance criteria that must be met. Methods that result in cost-effective service provisions are of particular interest, especially in the areas of transportation costs incurred for patient transport for off-site care and health record management.

YS has specific expectations regarding programming and delivery of health and mental health care services that are unique to the juvenile population. This section provides an overview of requirements that should be specifically addressed in the Proposal. The juvenile facilities have smaller offender populations and approach treatment and programming utilizing an interdisciplinary treatment team model. This model requires a collaborative relationship to meet expectations for diagnosis; participation on treatment planning teams (creating and implementing Master Reintegration Plans); intensive levels of services; and a need for crisis intervention therapy, and related activities. The following information identifies key expectations of services that the Proposer should take into account in preparing their Proposal.

The small size of the juvenile facilities reduces resource flexibility, increasing the necessity for the health care administrator to address:

- Adequacy of hours and resources to meet all administrative requirements and of documentation to achieve and/or maintain accreditation
- Completion of required tracking for pharmacy, statistical reporting, bill review, and any other reporting requirements
- Completion of responsibilities for the Quality Assurance Program including conducting audits and tracking information
- Responsibility for orientation of contractor's employees and subcontractors
- Tailoring information requests and reports to reflect juvenile care delivery and emerging issues

Expectations of the health and mental health care delivery system include the following:

- Access to physicians, psychiatrists, and psychologists with experience in working with juvenile populations
- Availability of inpatient mental health beds for acutely mentally ill juvenile offenders
- Broad involvement of clinical staff in treatment planning and programming
- Major emphasis on training including hygiene and adolescent development, as well as more traditional health and mental health care education
- Recognition of and ability to respond to unique requirements of juvenile populations, including occasional therapeutic restraint usage and occasional involuntary medication
- Adequate hours allotted to manage medications including chart and medication reviews
- A back-up plan for coverage at intake facilities to meet rapid turnaround times at juvenile facilities
 - Provision of on-site dental care including preventive services appropriate for adolescents
 - Provision of on-site optometry care, including preventive services appropriate for adolescents
- Psychiatrist hours at juvenile facilities
- With the strong focus and emphasis on counseling services in the YS, the Proposer's psychologists will require specific levels of involvement in the treatment process. Minimally, psychologists will be involved in the following areas:
 - Providing clinical oversight to Bachelor and Master level clinicians
 - Assisting in program development and evaluation
 - Providing direct services to youth with serious mental health needs

15. After reviewing the existing mental health care delivery process, the Proposer should identify the services that will be provided for each facility, including the planned staffing pattern. If changes are contemplated, the Proposer should highlight such changes and describe the reasoning behind them.

NOTE: Each of the above elements should be addressed separately.

Pharmaceutical Vendor

The Proposer should provide the following information concerning the pharmaceutical vendor proposed to be used:

- a. Name of Vendor
- b. Location of Vendor's Parent Company
- c. Location of any branch or warehouse supplying medications to any Louisiana correctional facility
- d. Any pharmaceutical company or corporation affiliation with the Proposer

Timeline

A timeline for implementing health services in an efficient manner should be provided. The timeline should include, but not be limited to:

- a. Recruitment
- b. Utilization and case management assumptions
- c. Pharmacy inventory and start up
- d. Equipment inventory and start up

- e. Transfer of current personnel
- f. Start up and identification of Regional Office
- g. Staff training on employee issues

The timeline should utilize a start date of September 1, 2020, which is the anticipated beginning date of the contract.

If the Proposer has suggestions regarding the current infirmity capacity of YS facilities, it would be appropriate to incorporate such comments in the work plan discussion of infirmity care.

1.9.6 Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

The Proposer's Staffing Plan should contain the following:

1. The number of staff and number of hours/days proposed in meeting the work requirements.
2. A proposed table of organization governing on-site operations at the four (4) YS secure facilities. The table should reflect the corporate supervision of all administrative and line staff responsible for functional service delivery on-site and off-site.
3. Description of past and current ability to plan and staff a program of similar scope.
4. A list of names of the program administrator and clinical and support staff members. The Proposer should provide a description of each key staff member's role, and a resume for each key staff member that demonstrates the appropriate training, education, background, and/or experience with projects of comparable size and scope. It is preferred that the physician have at least 2 years of experience in treating youth on-site at a correctional facility.
5. The information for each key staff member should be in the form of a resume containing education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person relative to this RFP, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

If the Proposer intends to subcontract portions of the work, the same information regarding the prospective subcontractor's company as is requested for the Proposer's company should be provided.

Also, Proposals should include the following information:

- Describe administrative and programmatic staffing patterns, and provide rationale
- Describe staff orientation and in-service training for proposed program
- Job Descriptions, must include the staff minimum qualifications
- Organizational Charts

The qualifications of Proposer's personnel are material to YS's evaluation and subsequent award of the Contract. Any personnel identified in the Proposal will be considered the standard by which any subsequent replacement personnel will be evaluated. The Proposer shall not propose personnel solely as a startup effort, with the intention of introducing replacement personnel at the earliest possible opportunity.

If Proposer is selected for award, the Proposer shall have all key personnel hired by the commencement of the contract.

Key Staff Position Description and Qualification Criteria -

Health Services Administrator (HSA) – a professional administrator who manages and evaluates the Health Care Delivery Program in accordance with the State and Local Regulations; ensures medical, dental and mental health program activities are based upon goals, objectives, aims and policies and procedures of the contracted health care agency and the facility; and are compliant with ACA, PbS, NCCHC and State accreditation standards.

Medical Director – Abides by the security regulations of the contracted provider and the regulations of the institution to which assigned; provides required documentation of services to the Regional and Corporate Medical Director or designee in order to monitor services provided and compliance with facility/client contract; modifies regional or Corporate Medical Director and Health Services Administrator or designee of schedule changes in schedule coverage; assists in arrangements for coverage of medical services if unavailable for extended period of time.

Psychologist – Will provide clinical mental health services to youth at the correctional and detention facilities. They provide clinical supervision and direction to mental health professionals if any personnel are assigned to assist them. They provide mental health services consistent with expectations of professional training and experience.

Director of Nursing – A registered nurse with experience in the practice of nursing and possessing advanced studies and expertise in administration of Nursing Services. The Director of Nursing has the authority, responsibility and accountability for structuring, comprehensive planning and implementing the nursing service program.

Nurse Practitioner – Provide a full range of medical services for youth. They work under the supervision of the Site Medical Director and other site Physicians and in accordance with established policy and procedure as well as within the State guidelines. They provide required documentation of services to the Site Medical Director or designee in order to monitor provision of clinical services. They notify the Medical Director and HSA regarding changes in schedule coverage. Assist in arrangement for coverage of medical services if unavailable for an extended period of time.

Mental Health Coordinator – provides clinical and administration supervision and direction to mental health staff an oversight of mental services within the facility. Also provides mental health services to youth in the facility as well as provide mental health consultation to the facility personnel.

1.9.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor, a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

1.9.8 Cost Proposal

The Proposer shall provide the total cost (inclusive of travel and all project expenses) for providing all services described in the RFP. The Proposer's cost proposals must identify the firm; fixed per-youth-per-day comprehensive proposed price. Each service should be broken down and totaled for a fixed price per-day-per youth.

The cost proposal must be signed by the person authorized to bind the proposing organization in order to be considered.

For information purposes, the Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

It is the intent of YS to acquire a complete and operational youth health services program. Any incidental health or dental items omitted from the specifications in the RFP may be provided as a part of the Proposer's price in order to deliver a quality, working, comprehensive youth health services program that is in compliance with the specifications of this RFP. The Proposer's youth health services program, curriculum, staff, and supplies must be fully identified, described, and documented as required by the sections of this RFP.

A. Comprehensive Services

The facility's maximum population is reported in Section 1.9.11, Location/Site, identifies both the estimated population (2019) and the facility's capacity. The Proposer shall use the facility's capacity numbers to determine the firm, fixed per-youth-per-day costs by facility, and to calculate population revenue adjustments.

1. **The Proposer's cost proposal must identify the firm, fixed per-youth-per-day (per capita) comprehensive price, for each year of the contract, for each of the facilities. The per capita price shall be all-inclusive.** All staff, medical and office supplies, pharmaceutical costs, laboratory tests, administrative overhead costs, accreditation fees, treatment and related services fees, travel expenses, janitorial services, on-site medical, and office equipment needed in addition to existing equipment, travel expenses, electronic health records system, computer installations, software, and all other costs associated with providing all required services identified in the RFP must be included in the not to exceed firm, fixed, per capita price. The per capita price must also include the cost to assist with preparation for ACA accreditation and to take major responsibility for accreditation for the four (4) secure facilities.

2. The Proposer must also provide an hourly rate, per job title, for each job title included on their submitted proposed staffing matrix/plan. This is for informational purposes only.

3. Proposers must provide a cost breakdown for medical service, dental services, substance abuse treatment services, ACA accreditation costs, health care equipment, pharmacy services, ambulance services, mental health services, electronic medical record system, telemedicine services, administrative overhead costs, and profit as it applies to the YS comprehensive contract. For emergency room visits, specialty care visits and outpatient surgeries, Proposers should refer to and be responsible for utilizing the prison health care model for appointment request and approval when seeking these services for a youth. **In addition, the Proposer must understand that failure to utilize the prison health care model for these services will result in those services being the financial responsibility of the Proposer.** This information is needed for YS to examine the adequacy of the overall flat price.

4. The Proposer must also provide population revenue adjustment prices. The Proposer should use a separate sheet for each facility to identify population revenue adjustments by facility, on a per capita cost, based on the current population capacities identified in this RFP. Population revenue adjustments shall begin at ten percent (10%) over or under the facility capacity established in this RFP, and shall identify any increased or decreased per-capita costs incrementally by ten percent (10%) up to one-hundred percent (100%). The adjustments shall be demonstrated in the cost proposal as being made to the 1/12 payments in the event the youth count increases or decreases.

B. Identification of Pharmacy Cost

Although pharmacy costs shall be included in the per capita cost, the Proposer must provide the following information:

1. Describe the expected percentages of payments regarding Wholesale Acquisition Costs or Acquisition Wholesale Prices of Pharmaceuticals.

2. The estimated percentages of the overall pharmaceutical cost charges by pharmacy vendor to the Proposer for the monthly administrative fee.
3. Identify in the Proposal what percentage of the comprehensive per capita price is dedicated to the total cost of pharmaceuticals.

The Proposer shall use Attachment VI-Cost Proposal Document, Attachment VII-Cost Proposal Summary: Comprehensive Health Care Cost Proposal By Facility, Attachment VIII-Comprehensive Healthcare Cost Breakdown by Services – Attachment IX- Comprehensive Health Services Population Revenue Adjustment Per Capita –By Facility Increase, Attachment X- Comprehensive Health Services Population Revenue Adjustment Per Capita –By Facility Decrease to provide these prices.

YS encourages Proposers to provide a proposal indicating how they can provide a comprehensive model of care leading to the most effective health outcomes and in the most cost efficient manner.

1.9.9 Certification Statement

The Proposer must sign electronically or submit a scanned signature on Attachment I, Certification Statement.

1.9.10 Outsourcing of Key Internal Controls:

Not applicable for this solicitation.

1.9.11 Location/Site

OJJ operates four (4) 24-hour secure facilities for males: Swanson Center for Youth at Monroe, Swanson Center for Youth at Columbia, near Monroe, Bridge City Center for Youth in Bridge City, near New Orleans, and Acadiana Center for Youth at Bunkie, near Alexandria.

The Youth Services is soliciting proposals to provide health services at the following four (4) secure centers for male youth:

1. Bridge City Center for Youth
3225 River Road
Bridge City, Louisiana 70094
2. Swanson Center for Youth
4701 South Grand Street
Monroe, Louisiana 71202
3. Swanson Center for Youth at Columbia
132 Highway 850
Columbia, Louisiana 71418
4. Acadiana Center for Youth
1536 Bordelon Road
Bunkie, Louisiana 71322

Youth Centers	Location	Type	Custody	Facility's Maximum Capacity 2019
Bridge City Center for Youth	Bridge City, LA	Male	Secure	84
Swanson Center for Youth at Monroe	Monroe, LA	Male	Secure	90
Swanson Center for Youth at Columbia	Columbia, LA	Male	Secure	48
Acadiana Center for Youth	Bunkie, LA	Male	Secure	72

1.10 Number of Copies of Proposals

The State requests that one (1) copy of the entire proposal be submitted to the RFP Coordinator at the email address specified. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:1.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following:

- One (1) technical proposal in PDF and Microsoft Word formats. The file shall be named: RFP# 3000015104 Technical Proposal - [Proposer Name].
- One (1) cost proposal in PDF and Microsoft Excel formats. The file shall be named: RFP# 3000015104 Cost Proposal - [Proposer Name].
- One (1) redacted technical proposal, if applicable, in PDF and Microsoft Word formats. The file shall be named: RFP# 3000015104 Redacted Technical Proposal - [Proposer Name].

If the file size of the proposal exceeds server requirements, the proposal may be broken into smaller emails with "Part 1 of ____" included at the end of each original file name (e.g. RFP# 3000015104 Technical Proposal– [Proposer Name] – Part 1 of 2).

State servers limit email sizes to 30MB uncompressed and 10MB encrypted. If Proposer's email exceeds these sizes, Proposer must send multiple emails to avoid rejection and non-delivery.

1.12 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.13 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out the contract, or which become available to the contractor in carrying out the contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the YS/OJJ.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not required for this solicitation.

1.14.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be emailed to the RFP coordinator listed below.

Name: Marvel Adams, RFP Coordinator

E-mail: Marvel.Adams@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and www.oji.la.gov.

Only Marvel Adams or designee has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_reg.

Help scripts are available on OSP website under vendor center at:
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.15 Error and Omissions in Proposal

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.17 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator identified in the RFP.

1.18 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.20 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.21 Cost of Offer Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.22 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.24 Use of Subcontractors

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. The information received in the Oral Discussion/Presentation will be considered when scoring the proposal using the same evaluation criteria in section, Part III Evaluation, except that the cost score will be remain unchanged.

1.26 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.27 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.

1.29 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, **Attachment II**. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised

Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.32 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1.32.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1.32.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.32.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy.

This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.32.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.32.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.32.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

1.32.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.32.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.32.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.32.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice, Its Officers, Agents, Employees and Volunteers
7919 Independence Blvd. State Police Building 1st Floor

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.32.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.32.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

1.33 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.34 Payment

Billing and payment terms shall be negotiated with the successful Proposer.

Contractor shall submit monthly invoices to YS by the 10th of each month for actual units provided during the preceding calendar month. All invoices must be submitted on YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of each month, YS may not be responsible for payment thereof under the contract or in quantum merit.

If there are no discrepancies, YS will make every reasonable effort to issue payment for services provided within fifteen (15) calendar days after approval of the invoice by the YS Undersecretary or his/her designee. Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) working days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under the contract or previous contracts from amounts due to the Contractor. YS reserves the right to reduce the contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will be held until satisfactory resolution has been made.

1.34.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.35.2 Termination of the Contract for Convenience

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.36 Assignment

No contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.37 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Office of Juvenile Justice, Youth Services, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.38 Civil Rights Compliance

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.39 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.40 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

1.41 Entire Agreement/ Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.42 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.43 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.44 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.45 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.46 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.47 Corporate Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.48 Proposer's Cooperation

The Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

1.49 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension, or debarment exists, Proposer shall so state.

1.50 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work

Contractor shall provide health services to the Youth Services' populations in all four (4) secure centers located in the following cities in Louisiana; Bridge City (near New Orleans), Monroe, Columbia and Bunkie. Additionally, the Contractor will be able to coordinate comprehensive off-site hospital and specialty health care services for the youth in custody utilizing the state's prison health care model.

Contractor shall provide all health services personnel. YS seeks to continue to deliver appropriate comprehensive primary medical and mental health care to juvenile offender populations in a cost-effective manner.

2.2 Task and Services

Contractor shall provide health services in a manner which meets established standards of the American Correctional Association (ACA, <http://www.aca.org>, the YS, and all federal, state, and local laws.

The Contractor shall define a system to provide for all of the following aspects of health care:

1. On-site Primary Health Services
 - a. medical services
 - b. preventive health services
 - c. medical treatments
 - d. dental services
 - e. optometry services
 - f. 24/7 nursing staff
 - g. pill call
 - h. sick call
 - i. pharmaceutical drug services
2. Off-site Specialty care as requested by primary care physicians or dentist;
3. Emergency medical care as requested by health care staff;
4. On-site Mental/Behavioral Health Services:
 - a. All psychiatric and mental health assessment and treatment;
 - b. All mental health emergency room, outpatient, and inpatient hospital care;

- c. All mental health on or off-site specialty referrals;
 - d. Therapeutic and diagnostic ancillary services as listed under "medical services" when these are ordered as a part of the mental health delivery process; and
 - e. Substance abuse treatment services.
5. The Contractor shall provide the following administrative functions:
 - a. Attendance at monthly contract overview meetings;
 - b. Attendance at relevant weekly facility director's meetings;
 - c. Attendance at relevant statewide meetings;
 - d. Incident reporting in compliance with policies and procedures set forth by YS;
 - e. Monthly staffing reports including hours worked by staff by position, staff vacancies, and recruitment efforts;
 - f. Designated Health Services Administrator for each facility;
 - g. Reports generated from quality assurance meetings;
 - h. Monthly health care service reports; and
 - i. Monthly pharmaceutical and therapeutic meetings.
 6. Contractor shall maintain an open, collaborative relationship with YS Central Office administration, YS Health Services Director, correctional facility director, and staff.
 7. Contractor shall operate the health services program in a humane manner with respect to youths' rights to appropriate health care services.
 8. Access to Health Care: The Contractor shall provide unimpeded access to care that meets the medical, dental, vision, and mental health needs of the youth.
 9. Youth Grievance Mechanism: The Contractor shall utilize the YS policies and procedures in dealing with youth complaints regarding any aspects of the health care delivery system. Policies found at <https://ojj.la.gov/policies-systems/ojj-policies/>.
 10. Record keeping: All nonproprietary records kept by the Contractor pertaining to the contract or to services provided under the contract, including but not limited to those records specifically mentioned in the RFP or the contract, shall be made available to YS for lawsuits, monitoring or evaluation of the contract, and other statutory responsibilities of YS and/or other State agencies, and shall be provided at the cost of the Contractor when requested by YS during the term of the contract or after termination of the contract for the period specified.

2.3 Deliverables

The Contractor shall satisfactorily provide the following services and perform all work as specified.

ON-SITE PATIENT SERVICES

YS currently has primary health care clinics and inpatient infirmaries at the four (4) secure facilities. Nursing care in the clinics and infirmaries shall be supervised by a registered nurse twenty-four (24) hours a day. These clinic and infirmary units are not hospital units and cannot substitute for hospitals, but will meet the ACA standards. The Contractor shall manage these units and ensure that primary healthcare and infirmary care is available for all youth. Within security classifications, the Contractor will work with Classification Services to move youth between facilities when necessary to improve inpatient unit utilization. The infirmaries shall provide:

- convalescent care
- skilled nursing care
- pre and post-surgical management

- Limited acute care

The Contractor shall be responsible for maintaining all infirmary equipment.

The Contractor shall assure that the following clinical services are maintained or implemented for the facility infirmaries:

- A physician appointed as the Medical Director shall be on call or available twenty-four (24) hours a day, with a telephone response time of twenty (20) minutes or less.
- A physician, physician assistant, or nurse practitioner will make rounds on youth housed in the infirmary on their clinic days. (Patients who require more intensive care, than can be provided by the existing coverage, must be hospitalized and not maintained in infirmaries.)
- Infirmary admission and discharge shall be upon the order of a physician, nurse practitioner, or physician assistant.
- The medical staff shall obtain and follow doctor's orders for youth housed in the infirmary. Any significant or sentinel event resulting with youth housed in the infirmary shall immediately be reported to the YS Health Services Director.
- Nursing rounds for youth housed in the infirmary will be, at a minimum, once a shift.
- The infirmary space and equipment shall be adequate and appropriately cleaned and maintained for the intended purposes.

If the existing infirmaries cannot provide the necessary care due to program characteristics, bed availability, or other reasons and outpatient care is not appropriate, the Contractor shall utilize off-site inpatient facilities.

If Contractor should provide suggestions regarding the current infirmary capacity of YS facilities to the YS.

A. Receiving Health Screenings:

Receiving and transfer screenings shall be performed on all youth within one (1) hour of their arrival at any of YS' four (4) secure facilities. These screenings include examination of a youth's physical, mental, and dental health. Transfer screenings are also required if the youth transfers from one (1) secure facility to another.

The screenings shall be in compliance with applicable YS Policies and Procedures and the Performance based Standards and the ACA Standards and Expected Practices and Outcome Measures. Qualified licensed health professionals, i.e., registered nurses, nurse practitioners, or physician's assistants must perform the exam.

The preliminary health evaluation shall include a review of the respective transferee's medical record from the transferring reception center, including:

1. Inquiry into:

- Current illness
- Communicable diseases
- Alcohol and chemical abuse history
- Medications currently being taken and special health care requirements
- Dental health status

- Chronic health problems
- Immunizations
- Dietary requirements
- Suicide risk

2. Observation of:

- a. State of consciousness
- b. Mental status (including suicidal ideation)
- c. Appearance
- d. Odd conduct, tremors, or sweating
- e. Condition of skin and body orifices, including signs of trauma, bruises, lesions, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.

3. Explanation of procedures for access to health and dental services.

4. Administration of TB test for youth.

5. Classification into one of the following categories;

- o Immediate emergency treatment needed,
- o Assignment to infirmary,
- o Referral to an appropriate alternative source of healthcare, or
- o Return to assigned housing at the facility.

The findings of the preliminary screening and evaluation shall be documented in the youth's medical records. Additionally, transferred youths' initial screening forms will be reviewed and verified for their accuracy by qualified health care staff.

Health care professionals shall refer youths exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the qualified mental health professional staff member for further evaluation.

Health care professionals shall refer youth presenting with significant clinical findings during the health screening process to the health care practitioner as necessary.

A review of the receiving and transfer process shall be required each month from each facility through one (1) or more of the following processes: Contractor's reports to YS, YS Contract Monitoring staff review, and/or EHR

data collection. YS shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.

B. Health Appraisals and Assessments:

1. The Contractor's physician shall complete a health appraisal within seventy-two (72) hours after the youth's arrival at the secure facilities.
2. The Contractor's physician shall review the receiving screening.

- The Contractor's physician shall complete a history and physical examination within seven (7) days of admission to the facilities, unless one has been completed less than one (1) year prior to admission. The Health Assessment must include:
 - Collection of data to complete medical, dental, immunization, and appropriate psychiatric histories;
 - Record of height, weight, pulse, blood pressure (BP), and temperature;
 - Vision and hearing screening;
 - Complete medical examination with evaluation of basic mental health status and dental health status, referrals if needed, and/or treatment when indicated; and
 - History of alcohol and/or substance abuse.
- The Contractor's physician shall test for communicable diseases including, but not limited to, syphilis, gonorrhea, chlamydia, HIV, and TB through appropriate Clinical Laboratory Improvement Amendments (CLIA) waived testing devices and nationally certified laboratory/diagnostic centers.
- The Contractor's physician shall initiate and prescribe treatment, therapy, and/or referrals when appropriate.
- The Contractor's physician shall perform other tests and examinations as required and indicated, including physicals for work incentive youth and food handlers when necessary.

Information obtained during the health appraisal shall be recorded on a form approved by YS' Health Services Director. This information will be reviewed by the contractor's physician for problem identification and entered in the patient's permanent health record.

A review of the initial health appraisal process shall be required each month from each facility through one (1) or more of the following processes: Contractor's reports to YS, YS Contract Monitoring staff review, and/or EHR data collection. YS shall have final authority over calculation methods and determination of the number of non-compliant receiving and transfer screenings requiring payment of liquidated damages.

C. Health Calls:

YS utilizes a written "Health Call Request Form" (HCRF) to permit youth to request health care services or sick calls. These forms are collected and reviewed daily by professional nursing staff. After this review, youth are "triaged" by the nursing staff and treated. If nursing staff is unable to provide the level of care necessary to resolve the sick call request, the youth is referred to the appropriate health care professionals for further assessment and treatment.

Referral from routine triage to other health care staff members is expected to occur within a reasonable time period as indicated below. YS expects routine referrals to take place in a timely manner.

- From review of the Health Call request forms to "triage" by the nursing staff - no more than one (1) working day.
- Referral to a practitioner for routine care - one (1) working week or less.
- For review of HCRF for routine dental request by dental professional - one (1) working week or less.

- For appointment for routine dental services - six (6) working weeks or less.
- For review of routine HCRF by member of the mental health staff - one (1) working week or less.
- For appointment for routine mental health services (psychiatrist, advanced practice nurse, psychologist, etc.) – two (2) working weeks or less.
- For appointment to optometrists - within one (1) month.
- For appointment to other on-site professionals - in a time frame appropriate to the patient's need.
- Contractor may be required to apply additional resources to any Facility if necessary in order to reduce the waiting list to an acceptable duration as determined by the YS Health Authority.

The Contractor shall meet these Health Call Standards and to notify YS in writing within one (1) business day when a facility's waiting list exceeds them.

Daily Processing of Youth Health Complaints:

Health complaints from youth must be processed at least daily and as follows:

- a. Health services provider personnel (physicians, physicians' assistants, or nurses) will review and act upon all complaints, with referrals to other qualified health care personnel, as required.
- b. The physician will determine the appropriate triage mechanism to be utilized for specific categories of complaints.

Secure facilities will have at least three (3) health call locations. One (1) health call location should be in all housing unit / dormitories and dining halls. Health call forms should be available next to the secured health call box.

Nurse health calls must be held at least five (5) times per week by a registered nurse(s) for each of the four (4) facilities named in this RFP and must be accessible to all youth regardless of their secured status. (Note: RNs must do all health assessments.)

D. Medication Administration:

The contractor is responsible for the procurement, prescription, and administration of medications in accordance with ordered or recommended dosage schedules; documentation of such provisions; and ensuring that all dispensed medications are properly stored and all related duties are performed by properly licensed personnel. The Contractor shall manage the dispensed and stock supply medications in compliance with all applicable state and federal regulations regarding prescribing, dispensing, distributing, administering, and procuring pharmaceuticals.

E. Dental:

The Contractor shall identify, plan, and provide for all on-site general dental services. Oral Surgery services is an off-site specialty service that the Contractor is responsible for referring the youth to a provider and utilizing the prison health care model for appointment request and prior approval for the appointment. The Contractor

shall have a Dental Director responsible for providing clinical oversight regarding off-site dental referral services.

Dental services, at a minimum, will include the following:

1. Dental screenings conducted upon admission by a registered nurse.
2. Dental examinations by a dentist within fourteen (14) days of admission for all newly admitted youth and on intersystem transfers, unless documentation of dental examination has been completed within the last six (6) months; and diagnostics X-rays, (if not done within last six (6) months) including the charting of decayed, missing and filled teeth, and a complete dental history.
3. Preventive care by a dentist or dental trained personnel within fourteen (14) days of admission, unless documentation of dental-preventive care completed within the last six (6) months.
4. Routine dental examination and preventive care annually unless required more frequently by PbS and/or ACA Standards.
5. Dental treatment provided according to the treatment plan, based upon established priorities that in the dentist's judgment are necessary for maintaining the youth's health status.
6. Referrals to dental specialists as needed.
7. Emergency dental care provisions.

F. Mental and Behavioral Health Services:

The primary goal of mental health services is the treatment and management of those with serious mental illness. As mentioned above, with the establishment of a case management approach to youth confined at YS and the continuing emphasis on cognitive-behavioral interventions, YS anticipates that mental health professionals will be increasingly involved in planning and managing youth.

Some YS facilities are quite small and do not offer a large quantity of mental health services. Even at these facilities, an ability to provide crisis evaluation and intervention services must be established, utilizing on-site staff.

As the youth population may change, the Contractor should not assume that the current levels will be adequate to provide the care necessary in the future. The Proposer should review current staffing patterns, populations, and programs, and provide its best estimate for a starting staffing plan. Any changes in service delivery patterns that the Proposer contemplates should be described and highlighted, and the underlying reasoning defined.

The contractor should understand that adjustments in staffing may be necessary if the required work cannot be accomplished with the baseline staffing levels. The Contractor should also be aware that lowered service levels associated with persistent vacancies in baseline staffing will be considered grounds for requiring that baseline staffing levels be increased.

After reviewing the existing mental health care delivery process, the Contractor should identify the services that the Contractor proposes for each facility, including the planned staffing pattern. If changes are contemplated, the Contractor should highlight such changes and describe the reasoning behind them.

Release of Youth with a Serious Mental Illness:

Youth diagnosed with a serious mental illness must be identified during the pre-release planning. Contractor will ensure that the mental health professionals (MHP) work collaboratively with YS staff in formulating a discharge plan. Discharge planning shall also include providing youth currently taking psychotropic medication, with a month's supply, which should be provided at the time of release in conjunction with follow up care.

G. EKG Services:

EKG services must be available at the facilities at all times. The Proposer shall include in its Proposal a description of the methods through which EKG services will be provided to each YS facility.

EKG services will have the following characteristics:

- A printed EKG will be available immediately and placed on the chart.
- Whether or not a computer interpretation is provided, all EKGs will be reviewed by a physician. A review by a cardiologist will be available upon request by the facility practitioner.
- EKG equipment will be properly and safely maintained by the Contractor.
- Physicians reading EKGs, unless Board Certified in cardiology, must be privileged by the Contractor to perform this service. The privileging process must be described in the Proposal.

H. Laboratory Services:

All laboratory and phlebotomy services must be provided for all YS youth and will be the responsibility of the Contractor. Laboratory specimens are to be collected by a qualified healthcare provider. Results must be placed in the youth's health record upon receipt, and the Contractor's physician will review all results. Contractor is responsible for phlebotomy personnel, laboratory services, and all related supplies.

I. Optometry Services:

Optometry services shall be provided for all youth. Any exception to these requirements must be approved in advance by YS. All optometric and optical services, including the cost of lenses, frames, and cases, will be the responsibility of the Contractor. The Proposal should describe how it will make optometry services available at each facility. All optometry services are the Contractor's responsibility.

J. X-Ray Services: Contractor will be responsible for providing X-Ray services as medically necessary either on or off-site to complete evaluations.

OFF-SITE PATIENT SERVICES

A. Inpatient Hospital Services:

The Contractor shall obtain inpatient hospitalization services through established agreements with the local private hospital networks and/or the Office of Behavioral Health-Mental Health Services who will serve state and local offenders. When hospitalization of a youth is required, the Contractor will be responsible for the arrangement and timely access to care.

Psychiatric care is part of the contract. In the event these services are not available through the local private hospital networks and/or the Office of Behavioral Health-Mental Health Services within a reasonable geographic location from the secure facilities, the contractor shall seek out alternate private providers and enter into agreements for access to required specialty services.

The Contractor shall review the health status of youth admitted to outside hospitals daily to ensure that the duration of the hospitalization is no longer than medically indicated. Contractor shall provide each Director and the YS Health Services Director with a daily update/report of the health status of all hospitalized youth from each facility.

Security coverage for inpatient services is the responsibility of YS. When a secure unit is not available, the following guidelines apply: At least one (1) uniformed juvenile justice specialist is present with the youth for the duration of all hospital stays, and youth will wear restraints as determined by YS.

B. Specialty Care:

When possible the Contractor shall make specialty care available on-site.

When this is not possible, the Contractor shall make referral arrangements with local Medical Specialists for the treatment of those youth with health care problems, which require services beyond what can be provided on-site. The Contractor shall coordinate such care by specialists and other service providers in the state. All outside referrals shall be coordinated with YS for security and transportation arrangements.

Whether health services are delivered on-site or off-site, appointments shall be timely based on the patient's needs.

YS prefers to minimize the need for youth to travel off-site. The implementation plan must describe how the Contractor will incorporate these expectations into the care delivery plan. Specialty referrals must be scheduled within five (5) days and completed with thirty (30) days from the date of referral.

OTHER SERVICES

A. Emergency Medical Services:

Comprehensive emergency services shall be provided to all youth in the secure care custody of YS. Contractor shall make provisions to coordinate with the state's prison health care model to ensure accessibility to emergency medical services.

B. Specialty Services/Referrals:

As with hospital care, youth will periodically require the services of a medical or mental health specialist. The Contractor will be responsible for the arrangement and coordination of all specialty care with specialty providers who have agreed to provide services within the prison health care models. It is strongly preferred that care be provided on-site (at the facility) when possible.

1. Contractor will make referral arrangements with medical specialists for treatment of youth whose treatment may extend beyond the scope of services provided by the Contractor's primary physician.
2. Contractor will be responsible for utilizing the prison health care model for appointment request and approval when seeking off-site medical care. If the Contractor fails to utilize the prison health care model for appointment request, all services provided to the youth while in secure care will be the financial responsibility of the Contractor.
3. All off-site, non-emergency consultations must be recommended by the appropriate facility health care staff and reviewed and decided by the Contractor's utilization review process within ten (10) business days of the recommendation. Each Contractor should include in its bid a description of its utilization review and approval process.
4. The Contractor shall make referrals to appropriate community health settings and participate in the facility discharge planning process to promote continuity of care.

Below is a list of specialty services. Contractors are advised that the services listed below must be made available under the Contract, but additional services may be required.

- Oral surgery
- Gastroenterology
- Surgical
- Orthopedic services
- Physiotherapy services
- ENT
- Podiatry
- Dermatology
- Urology
- Neurology
- Internal medicine
- Audiology
- Neurosurgery/Neurology
- Oncology
- Nephrology
- Dialysis services
- Endocrinology
- Infectious disease treatment
- Optometry
- Ophthalmology
- Respiratory therapy
- Cardiology
- Physical therapy
- Orthotics

Additional Services:

- Outside Hospitalization

- EKG services
- X-ray services/Ultrasounds/ and any other radiological services
- HIV care
- Dental services
- Vision services including vision testing, frames & glasses, and fitting
- Laboratory services including phlebotomist, laboratory diagnostic services, and supplies
- Pharmacy services including night drug cabinet
- On-site nursing staff
- Ambulance services (ground transportation) will be provided by the Contractor. All costs for ambulance services are the responsibility of the Contractor.
- Janitorial Services for the infirmary and office space occupied by the contractor at the facilities

C. Off-Site Transportation:

To keep security staff overtime to a minimum for health care related transports, the Contractor shall establish off-site services as conveniently located to the facilities as possible. Although the occurrence of some off-site specialty visits are unavoidable, the Contractor controls where the youth receives treatment. Therefore, the Contractor shall be required to pay the sum of \$200.00 per youth per trip over thirty (30) miles on the officer's mileage log for every trip made. Mileage shall be calculated door-to-door from facility to the appointment site taking the most direct route. Transportation of youth for off-site services or transfer to another YS facility shall be the responsibility of YS except when transportation requires travel by ambulance or other life-support conveyance. When medically necessary the contractor shall provide ambulance service. Such ambulance and or advanced life services shall be by pre-arranged agreement. All costs related to these off-site specialty transportation services are the responsibility of the Contractor.

Contract employees shall not provide personal transportation services to youth. Contract employees needing transportation to perform on-site health care related functions shall be allowed access and use of State vehicles with approval from the contracting authority and facility director. The Contractor shall provide YS with a written plan for emergency transportation/ambulance services and verification of automobile insurance for the provider of those services.

D. On-Site Transportation:

In all instances, the Contractor shall be responsible for health care services to those youth in transit between facilities and throughout the State while under contract with YS. The Contractor shall schedule services at YS facilities in coordination with the operating schedule of each facility. In the event of conflict between the Contractor's schedule and YS' schedule, the decision of YS regarding scheduling shall control.

E. Emergency Services:

Emergency services are available on-site twenty-four (24) hours per day, seven (7) days per week. The Contractor is expected to make arrangements with appropriate community resources for required emergency services beyond on-site capabilities. In addition, the facilities must have access to 24/7 on call availability of the physician, psychiatrist, psychologist, dentist, and health services administrator.

The on-call coverage shall be made available by the service contractor responsible for on-site services.

When emergent or urgent health problems are brought to the attention of facility personnel, health care personnel must be prepared to address them immediately. This response may consist of permitting the patient to report or be escorted to the health services unit/infirmary for evaluation, or sending health services personnel

to the patient's location. The Contractor must plan in advance the management of emergency services, and must maintain an "open" system capable of responding to emergency circumstances as they occur.

Urgent and emergent problems include those which may result in death, loss of bodily function or a limb, deterioration of function, or severe pain if not attended to immediately as well as general medical, mental health, and dental issues. The Contractor must utilize ambulance transportation when simple automobile transportation is not in the best clinical interest of the patient. The Contractor is responsible for associated costs of all emergency or required medical transports.

Visitors, staff, volunteers, and other non-offender persons on-site at facilities must also be provided with emergency stabilization services and referral as appropriate by the Contractor. This includes evaluation of possible exposure incidents and initial management when they occur. The Contractor must incorporate in the implementation plan how emergency services, both on-site and off-site, will be delivered at each facility.

F. First Aid Kits, Automatic External Defibrillators (AEDs), and Protective Devices:

The Contractor will be responsible for providing and maintaining emergency first-aid kits in all housing areas, work sites, training areas, classrooms, and other areas designated by YS.

The Contractor will be responsible for providing and maintaining Automatic External Defibrillators (AEDs) in designated areas of the facility as determined by YS' Health Services Director in conjunction with the Facility Director or designee.

The Contractor will supply all personnel who come in contact with youth with personal protective devices against all communicable diseases. The Contractor will be responsible to provide and maintain the Blood-borne Pathogen Personal Protection.

G. Physical Therapy/Occupational Therapy:

Physical and occupational therapy services necessary in the treatment of serious health conditions must be ordered by the Contractor's practitioners and provided by the Contractor. The Contractor shall make these services available on-site at the four (4) YS secure facilities.

H. Prosthetics/Orthotics:

The Contractor shall provide medically required prosthetics, orthotics, and other assistive devices necessary to carry out activities of daily living or as required by community care standards, as ordered by its physicians. Services shall include initial written evaluation, provision and fitting of the device and adjustment appointments as necessary. Contractor may repair (rather than replace) prosthetic devices when economically feasible to do so.

I. Ancillary Services:

The Contractor is responsible for the provision of all laboratory, diagnostic testing, X-rays, and other ancillary services as required and indicated by qualified health care personnel.

J. Pre-Release and Transfer Screening:

The health record of each youth must be reviewed before his release and a medical screening must be conducted when the "twenty-four (24) hour notice of release" is given.

A medical file review will also be conducted for each youth scheduled for transfer to other institution sites. The medical record or a copy of the record must be forwarded to the receiving institution at the time of transfer.

K. Communicable Disease Control:

Communicable diseases must be monitored closely by all health staff. When communicable diseases are diagnosed, the Contractor must take proper precautions, promptly transmit the appropriate reports to the Louisiana Department of Health, and notify YS' Health Services Director. All Contractors' employees and sub-contractors must provide documentation of Hepatitis B immunizations and annual TB skin test clearance.

L. Infection Control Program:

Infectious diseases of special concern within an institutional setting include TB, Hepatitis B, Hepatitis C, Human Immunodeficiency Virus (HIV), gonorrhea, syphilis, chlamydia, influenza, and MRSA.

Other areas of concern include monitoring and management of nosocomial infection, both in inpatient units and in the general facility units, sterilization and sanitation practices (especially in dental departments), management of isolation activities, and kitchen sanitation (monitored but not managed by health care services). Infection control committees should meet regularly at each facility and report their findings through the Quality Assurance process.

The Contractor shall implement an infection control program, which includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with CDC guidelines and OSHA regulations.

- *Youth Immunization Program:* The Contractor will administer a youth immunization program according to the recommendations by the Centers for Disease Control - Advisory Committee on Immunizations Practices.
- *Tuberculosis:* The Contractor will administer a tuberculosis control program according to the Centers for Disease Control recommended guidelines.
- *Vaccines for Children:* All YS juvenile facilities participate in the federal Vaccines for Children program. This program provides all vaccines used in the juvenile settings, including but not limited to HBV, at no cost to the YS. The Contractor's personnel must register for this program and participate in the Louisiana Immunizations Network for Kids.

M. Sexual Assault:

The Contractor shall follow and enforce YS policies which mandates reporting and treatment for abuse or neglect of all youth in the secure facilities. *The Prison Rape Elimination Act (PREA) is federal law, Public Law 108-79, signed into law in September 2003 by the President of the United States and now designated as 42 USC § 15601.*

PREA establishes a zero-tolerance standard against sexual assaults and rapes of incarcerated persons of any age. This makes the prevention of sexual assault in YS facilities a top priority.

PREA sets a standard that protects the Eighth Amendment right (Constitutional right prohibiting cruel or unusual punishment) of federal, state, and local youth offenders.

YS requires a Contractor that will comply with PREA standards in the delivery of medical and mental health treatment for sexual assault victims at each facility. The contractor will ensure access to Forensic Medical Examinations by a Sexual Assault Nurse Examiner (SANE) or Sexual Assault Forensic Examiner (SAFE) to perform the exams on-site or in the community.

N. Chronic Care Management:

When chronic diseases are identified during initial screening or during the course of incarceration, services necessary to manage the identified illness must be provided and documented. The Contractor shall identify a chronic disease management plan, from identification of the condition to treatment planning and ongoing care, based upon practitioner decision making and practitioner responsibility. For each major category of chronic disease, the Proposer shall identify a management plan including baseline information/assessment and periodic reviews. For each identified patient, the health record must reflect the identified chronic disease in an up to date problem list and an appropriate individualized treatment plan must be prepared under the practitioner's (usually the physician's) control. Nursing care plans may also be appropriate and should be present when necessary.

Interventions on behalf of those with chronic diseases must meet generally recognized standards of care inside and outside of the corrections community. When the Proposer selects from conflicting standards, the Contractor must select the higher standard or must explain the selection to the satisfaction of the YS Director of Health Services. When outside specialty review is appropriate, it shall be provided in a timely manner consistent with the standards described above.

When a youth with a chronic disease is released from a YS facility, the condition must be identified during the pre-release stage to identify community resources to meet the youth's health needs.

O. Nutrition and Medical Diets:

The Contractor shall provide nutritive supplements under the control of the Contractor's Medical Director (inclusive of all required and/or prescribed maintenance solutions and/or hyper-alimentation products) that are medically prescribed by a licensed physician.

Special diet orders are required to be written by health care practitioners. A standard special medical diet program is established between the health care contractor and food services. Any deviation from the special diet orders shall require written authorization from the Contractor's Medical Director.

P. General Pharmaceutical Services:

Provision of all prescription and non-prescription medications shall be the responsibility of the Contractor. All medications must be prescribed in accordance with State and federal regulations. All pharmaceutical services must be at the direction of a licensed pharmacist.

The Contractor shall also provide all related packaging, inclusive of all packaging materials, supplies, distribution, and courier services.

The Contractor shall fill and deliver all medically prescribed non-emergency medications within twenty-four (24) hours from the date the prescriptions are written and shall provide such medication continuously thereafter as prescribed. The Contractor shall fill and deliver all emergency prescription medications immediately.

The Contractor is responsible for maintaining an adequate supply of stock medications at each facility's drug room that can accommodate the majority of prescriptions ordered by the health care practitioner until the youth's medication card arrives. Stock medications shall be used whenever possible to cover the first forty-eight (48) hours of the prescribed order.

The Contractor shall provide a plan to carry out pharmaceutical operations that include, but shall not be limited to:

1. Level of professional staff qualifications designated for Medication Administration in accordance with State of Louisiana and PbS and/or ACA Standards
2. System for Administration
3. Controlled substances accountability
4. Medication administration record utilization
5. Monthly reports as to the number of prescriptions written, medications dispensed
6. Reporting of medication nursing errors
7. Medication pharmacy errors
8. Corrective action plans
9. Return and refund for unused medication
10. Emergency medication acquisition
11. Pharmacist consultation
12. Pharmacy inspections
13. Pharmacy medication education materials
14. Pharmacy inventory
15. Formulary
16. Pharmacy and Therapeutics Committee
17. DEA License verification
18. Institutional Drug Room License
19. Medication renewal tracking system
20. Drug storage and delivery services
21. IV Drugs
22. Accountability and destruction process
23. Stock medication supplies and approval
24. Back-up pharmacy services

Identification of Pharmacy Vendor:

The Contractor shall provide information regarding the pharmaceutical vendor the Contractor intends to utilize to service the YS population to include:

- a. Name of Vendor
- b. Location of Vendor's parent company
- c. Location of any branch or warehouse supplying medications to any Louisiana correctional facility
- d. Any company or corporation affiliation with the Contractor

Identification of Pharmacy Costs:

In the Attachment VIII, Comprehensive Breakdown -Cost Proposal Health Care Service Category Identification, the price allocated to pharmacy costs should be identified as part of the comprehensive bid price. An explanation for the following charges to the Contractor for pharmaceutical services should be included:

1. Describe the expected percentages of payment regarding Wholesale Acquisition Cost or Acquisition Wholesale Price of Pharmaceuticals.
2. The estimated percentages of the overall pharmaceutical cost charges by pharmacy vendor to the Contractor for the monthly administrative fee.
3. Identify in the Proposal what percentage of the comprehensive health care bid price is dedicated to the total cost of pharmaceuticals.

Q. Health Care and Other Supplies:

The cost of all health care supplies, forms used by the Contractor, office equipment, office supplies used in conjunction with the delivery of health care services, youth health care records as approved by YS, books, periodicals, dentures, prosthetic devices, hearing aids, eye glasses, frames and cases, and immunization costs for youth, will be the responsibility of the Contractor. All equipment and furnishings provided by the Contractor will be in good working order and will be repaired and maintained by the Contractor.

The Contractor and the preceding contractor will each inventory all consumable medical supplies on inventory at all YS facilities at or about the time of commencement of the Contract awarded pursuant to the RFP. Within the first six (6) months after commencement of the Contract, YS shall receive a credit from the Contractor in an amount based on the actual cost of the consumable medical supplies on hand at the time of the commencement of the Contract.

YS will make available to the Contractor all State-owned medical equipment and all furnishings in medical areas, which are in place at the time of commencement of the Contract. YS and the Contractor shall inventory all such equipment and furnishings at the time of commencement of the Contract, and YS shall retain ownership of all such equipment and furnishings. The Contractor will be responsible for the maintenance and repair of the State-owned equipment and will be responsible for acquiring and maintaining all certification on all medical equipment. The Contractor shall provide to each YS facility the certifications on all medical equipment at the facility. This equipment, upon termination of the contract, shall be returned to the State in good working order and repair.

The Contractor may not replace any medical or administrative equipment or furnishings that would result in a cost to YS without submitting a justification to, and obtaining the approval of, YS for the replacement.

Replacement of any State equipment must be at least equal in quality to the equipment being replaced. YS will not be responsible for additional equipment that the Contractor feels is necessary to provide the services under the Contract. The Contractor will agree that any equipment purchased by the Contractor under the Contract will become the property of YS after three (3) years of continuous provision of services by the Contractor from the date of equipment installation. For equipment with less than three (3) years of continuous provision of services, the Contractor agrees to allow YS to purchase the equipment from the Contractor at its depreciated cost upon termination of the Contract. The Contractor must provide annually to YS an inventory, by facility, of all medical and administrative equipment owned by the Contractor and located at the facility. The Contractor shall furnish all necessary medication carts and medication storage systems.

Security:

YS shall provide security for the Contractor's staff while in the State facilities. The level of security provided shall be consistent with and according to the same standards of security afforded to the YS personnel.

YS shall provide security and security procedures to protect the Contractor's equipment as well as YS medical equipment. YS security procedures shall provide direction for the reasonably safe security management for transportation of pharmaceuticals, medical supplies, and equipment. The Contractor shall ensure that the Contractor's staff adheres to all policies and procedures regarding transportation, security, custody, and control of youth.

YS shall provide adequate security coverage for all occupied infirmaries. YS shall provide security posts for clinic areas as necessary and determined through the facilities security staffing analysis and in coordination with the site's health authority.

YS shall provide security escorts to and from clinic appointments whenever necessary as determined by security regulations and procedures outlined in YS' policies and procedures.

Scope of Work Elements

Functional Requirements

1. All required services will be provided by and contracted through the Contractor.
2. The Contractor must have a physician(s) on staff at each facility with previous documented experience in pediatrics, internal medicine, family medicine, or emergency medicine. YS prefer this physician have experience in treating youth on-site at a correctional facility.
3. The Contractor will implement an orderly ramp up transition to assure the State uninterrupted delivery of services. The Contractor will develop a transition plan immediately after award and final approval from YS.
4. The Contractor will be responsible for the cost of disposal of all bio-hazardous waste produced in the care, diagnosis, and treatment of youth.

A. Standards:

All health care services defined by the contract must be provided in accordance with the Performance based Standards, American Correctional Association Juvenile Healthcare Performance-Based Standards and Expected Practices and YS standards, regulations, and policies, and regulations, policies, and administrative rules of the four (4) facilities.

B. Computer and Information Systems:

The Contractor must have an automated, integrated tracking and reporting system. The Contractor must provide all computer equipment, technical, and clerical support necessary to support the automated, integrated tracking and reporting system.

C. Quality Assurance Committee:

The State and the Contractor shall participate in quality assurance committees at the facility and central office levels. These committees will monitor the health services provided, including the performance of facility level quality assurance committees.

YS' Central Office Quality Assurance Committee shall consider the quality of results from health services audits, whether carried out by outside agencies such as the ACA or by YS staff. YS Health Services will complete outcome based quality of care audits and case reviews. The Contractor's medical and nursing directors shall participate in and contribute to this audit process. Quarterly administrative meetings shall be held to review the monthly statistical reports, and environmental and administrative concerns at the facility. Quarterly administrative meetings shall include representation from various departments to include: Facility Director and/or designee, Security Staff, Mental Health, Case Management, Investigative Services, Treatment Director, and YS Health Services Director.

The Contractor shall prepare and participate in external reviews, inspections, and audits as requested and shall participate in the preparation of responses to internal or external inquiries, letters, or critiques. The Contractor shall develop and implement peer review and plans to address or correct identified deficiencies.

D. Infection Control Committee:

The Infection Control Committee shall monitor surveillance on communicable diseases of concern including, but not limited to, syphilis, gonorrhea, chlamydia, HIV, and TB the occurrence and control of nosocomial infections, sterilization, and sanitation practices in the health care unit, control of any unexpected communicable diseases within the facility, and other infection-related issues that may arise. The Infection Control Committee shall meet at least quarterly.

E. Peer Review Committee:

Each facility shall develop a Peer Review Committee (PRC). The PRC shall be a subcommittee of the Quality Assurance Committee and shall insure that all professionals have their work reviewed annually. Findings shall be reported to and reviewed by the Quality Assurance Committees.

F. Health Care Staff:

The health services Contractor shall conduct monthly health care staff meetings at all YS facilities. The health services Contractor must maintain minutes of the staff meetings and submit them to YS Health Services Director for review.

G. Staffing Requirements -Administrative:

- The Contractor's staff will implement policies, procedures, and protocols for the health services and staff as designed and approved by YS.
- The Contractor will be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Facility's Director or the Director's designee.
- The Contractor must ensure that the health care status of youth admitted to outside hospitals is reviewed to assure that the duration of hospitalization is no longer than medically indicated.
- The Contractor must ensure that its staff documents all health care contacts in the proper Health record format.
- Physicians shall function within their respective scope of practice as outlined in the Louisiana State Board of Medical Examiners.
- Registered nurses shall function within the scope of practice of nursing for a registered nurse as set forth in Louisiana Law and in the rules of the Louisiana Board of Nursing.

H. Staff Education:

All professional/clinical staff must work only in conjunction with appropriate licensure and/or certification for the service being provided. The Contractor is expected to verify credentials and current licensure and provide evidence of such to the YS Health Services Director prior to assignment of individuals to a work location. If licensure or certification is dependent upon continuing education, the Contractor is responsible to assure conformity with such requirements. In addition, accrediting agencies require that such credentials and licensure be maintained in the facility where the individual professional is performing service.

The Contractor's nurses must be provided with a physical assessment training program designed to prepare them for their correctional responsibilities. If the Contractor wishes, a privileging program may exempt individual nurses who have demonstrated competence in advance of undergoing such training. If the Contractor wishes to use this exemption, this shall be addressed explicitly in the proposal.

When/if it is determined that performance is not meeting current YS, licensure, or community standards of practice, it is incumbent on the Contractor to identify such individuals to the YS Health Services Director and provide a plan of corrective action designed to either upgrade individual performance or to discontinue the delivery of service by the individual until there is assurance that satisfactory performance can once again be provided.

YS maintains a training division which has developed specific training standards and procedures. All Contractor-provided employees are expected to comply with these procedures and standards.

A new employee orientation will be provided for contract employees (contractor employees); on-site at the facilities where service is being provided. No employee is permitted to begin providing services without first having received this new employee orientation, as well as, the orientation to the specific facility where service is being provided. Records of this training and orientation must be maintained.

I. Staff Orientation:

The Contractor is responsible for ensuring that all new health care personnel are provided with orientation regarding health practices on-site at each facility. Orientation regarding the operations of other facilities will be the responsibility of each facility. It is the responsibility of the Contractor to provide the names of all new health care personnel to the Director/designee for the facilities' new employee orientation training. This pre-service training should take place within the first week of a new hire.

J. Staff Training:

The Contractor's staff will participate in up to one-and-a-half weeks of pre-service training and up to one-and-a-half weeks of on-site orientation to include pharmacy and lab in-services, health services overview, and the integration of the Contractor's and YS Policies and Procedures.

All health care staff will receive in-service training. Selected topics that require staff training will be identified on an on-going basis.

K. Physician Provider Base:

The Contractor must have an established physician provider base.

L. Health Education:

As part of primary health care, health education services will be an important and required component of the total health care delivery system. Health education includes youth and staff education.

1. Staff education must include routine in-service education for:

- A. First aid training, cardio pulmonary resuscitation (CPR) certification training
- B. AED Training for selected staff
- C. Sprains
- D. Psychotic behavior
- E. Casts
- F. Seizures
- G. Minor burns

- H. Dependency on drugs
- I. Health seminar
- J. Lifts and carries
- K. Suicide prevention and Emergency Response Training
- L. Mandatory annual in-service for all institutional staff on communicable diseases
- M. Mandatory annual TB testing for all institutional staff
- N. Universal Precautions

These programs are to be offered twice yearly, at a minimum, with the capacity of at least twelve (12) participants per session. This training is not to be designed to take the place of any medical services offered by the Contractor, but to augment the medical services provided by the Contractor in the event of an emergency.

2. Youth education must include topics such as:

- A. Care of minor skin wounds
- B. Diabetes
- C. Personal hygiene
- D. Exercise
- E. Heart disease
- F. Hypertension
- G. Infection control for kitchen workers
- H. Adolescent development
- I. Sexually transmitted diseases, including chlamydia, genital herpes, genital warts, gonorrhea, and syphilis
- J. Smoking and your lungs
- K. Stress management
- L. Universal Precautions

M. Staffing Plan:

The Contractor must provide a staffing plan that identifies all personnel required to perform the services and responsibilities described in this RFP. Louisiana YS shall have the right to approve key contractor's personnel. Personnel approval shall not be unreasonably withheld or delayed to include the following positions:

- a. Health Services Administrator
- b. Medical Director
- c. Mental Health Supervisor

YS seeks a staffing plan that matches the proposed key personnel and qualifications to the activities and tasks that will be adequate to fulfill the scope of services.

The Contractor is also required to:

1. Submit a detailed staffing plan showing the number of staff and number of hours/days proposed in meeting the work requirements.
2. Provide a proposed table of organization governing on-site operations at YS' four (4) secure facilities. The table must reflect the corporate supervision of all administrative and line staff responsible for functional service delivery on-site and off-site.
3. Describe past and current ability to plan and staff a program of similar scope.
4. Include a list of job titles for the clinical and support staff members. The Contractor will provide a description of the role of each staff member in the project, and a resume for each staff member that demonstrates the appropriate training, education, background, and/or experience. The Contractor must also specify the job duties and discuss the qualifications of the proposed staff relative to such position requirements needed to perform the required health services.
5. The qualifications of Contractor's personnel are material to the YS' evaluation and subsequent award of the Contract. Any personnel identified in the Proposal will be considered the standard by which any subsequent replacement personnel will be evaluated. The Contractor is not to propose personnel solely as a startup effort, with the intention of introducing replacement personnel at a later date.

Solutions for Staffing (Clinical, Administrative, and Personnel Services):

The Contractor must submit solutions for staffing the following areas:

- Clinical. Required personnel to provide services listed in this RFP must be provided on a staffing plan to be submitted with this RFP in an attachment. Any and all clinical personnel must not be assigned job duties that would require them to work outside of their respective legal scope of practice as defined by Louisiana and federal laws.
- Administrative. In addition to the above named staff, the Contractor shall supply adequate supervisory staff to ensure oversight of the activities of the program staff and to serve as a liaison to the YS Health Services Director and Facility Staff. The nature and qualifications of the staff designated as administrative must be delineated in the proposal.
- Personnel Services. In this section, the Contractor must list its ability and expertise in the following topics:
 - a. Recruitment practices, capabilities, especially at the time of contract start-up
 - b. Equal employment opportunities
 - c. Licensure/certification requirements

- d. Staff training and personnel development
- e. Orientation of new personnel
- f. Continuing education
- g. In-service training

N. Administration:

The Contractor must provide for the clinical and managerial administration of the health care program and attend institutional and administrative meetings.

O. Support Services:

The Contractor must manage and support the program it proposes.

P. Medical Disaster Plan:

In concert with YS, the Contractor will develop a system for the delivery of health services in the event of a disaster, such as epidemic, riot, strike, fire, tornado, or other acts of God. Development of the health services disaster plan will start when the Contractor initiates youth health services and must be completed no later than one (1) month later.

The health care disaster plan must include the following:

1. Communications system
2. Recall of key staff
3. Assignment of health care staff
4. Establishment of a triage area
5. Triage procedures
6. Health records - identification of injured
7. Use of ambulance services
8. Transfer of injured to local hospitals
9. Evacuation procedures (coordinated with security personnel)
10. Back-up plan
11. Use of emergency equipment and supplies
12. Practice drill

Q. Health/Medical Record:

YS desires a paperless health record. Contractors are encouraged to submit proposals that include paperless health records.

The proposal must address such issues as hardware, software, transition, technical support, and ownership at the termination of the contractual period.

All youth must have a health record that is kept up to date at all times, and that complies with problem-oriented health record format and ACA standards. The record must accompany the youth at all health encounters and will be forwarded to the appropriate facility in the event the inmate is transferred. All procedures concerning confidentiality must be followed.

All health/medical records both electronic and paper remain the property of YS upon termination of the contract.

Health/Medical Records, at a minimum, contain the following information:

1. The completed receiving screening form
2. Health appraisal data forms
3. All findings, diagnoses, treatments, dispositions
4. Prescribed medications and their administration
5. Lab and X-ray reports
6. Notes concerning patient's education as required in paragraph entitled, "Health Education"
7. Records and written reports concerning injuries sustained prior to admission
8. Signature and title of documenter
9. Consent and refusal forms
10. Release of information forms (signed, if required by YS)
11. Place, date, and time of health encounters
12. Discharge summary of hospitalizations
13. Health service reports, e.g. dental, psychiatric, and other consultations

Informed consent standards apply to all examinations, treatments, and procedures. All entries must be maintained in a manner consistent with Subjective, Objective, Assessment and Plan (SOAP) charting.

All health care records are the property of YS and shall remain with YS upon termination of the contract. The Contractor must follow all YS policies and procedures relating to access to and confidentiality of the health care records. Upon request, the Contractor will supply YS any and all records in the contractor's possession. A record of all services provided off-grounds and all prior health care records must be incorporated into each youth health care record.

The Contractor shall ensure that all medical and mental health staff document all services in the youth's health record all health care contacts in the proper format in accordance with standard health practice, ACA Standards, and any relevant YS policies and procedures.

The Contractor shall be responsible for the orderly maintenance and timely filing of all health information. The Contractor is prohibited from destroying, eliminating, or removing health information from the health/medical records.

The Contractor shall comply with HIPAA in every respect.

Length of Retention Period

- 1) Unless otherwise specifically governed by YS policies and procedures, all health records shall be kept for a period of seven (7) years or for the period for which records of the same type must be retained by the State pursuant to statute, whichever is longer. All retention periods start on the first day after termination of the contract.
- 2) If any litigation, claim, negotiation, audit, or other action involving the records referred to has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the period specified for, whichever is later.
- 3) In order to avoid duplicate record keeping, YS may make special arrangements with the Contractor for YS to retain any records which are needed for joint use. YS may accept transfer of records to its custody when it determines that the records possess long-term retention value.
- 4) When records are transferred to or maintained by YS, the retention requirements of this paragraph are not applicable to the Contractor.

R. Telemedicine:

YS desires to use interactive audio-visual technology ("telemedicine") at all of its secure facilities. The goal in using telemedicine is to maintain youth's access to primary health services, maintain the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of transportation, as needed. The Contractor's use of telemedicine for clinical consultations shall be on a temporary basis, not to replace on-site health service requirement, but to maintain health services, with prior approval by YS.

The Contractor will be responsible for the cost of the consultations provided by telemedicine. Contractor will be responsible for the costs associated with acquiring the necessary telemedicine equipment at the institutions and maintaining the telemedicine communication system and equipment. YS will be responsible for paying for all telemedicine service line charges for calls related to provision of health care to YS' youth.

2.4 Technical Requirements

Not applicable to this RFP.

2.5 Project Requirements

Operation and Implementation Plan:

Contractor must have all required services and staffing in place at the start of the contract and submit a plan of operation and implementation with a projected time line with the response to this RFP.

The Contractor shall establish a program for the provision of staffing and operation of health, mental/behavioral health, dental, network management, pharmacy, electronic medical record, and any claims management services for all facilities within the YS. The program is to meet constitutional and community standards, the standards of the American Correctional Association, the Performance Based Standards, Louisiana Statutes, and applicable policies, procedures, and directives regarding the provision of health services in YS. YS policy, procedure, or directive language will take precedence over the Contractor's policies and procedures in the event of any conflict between the two (2).

The Contractor must understand that the facilities are first charged with the responsibility for maintaining custody and security for youth. Therefore, the YS retains authority to assign youth to the most appropriate facility regardless of the preference of the Contractor.

Any person performing work under the contract agrees to adhere to all YS procedures, policies, and codes of conduct concerning fraternization and contact with youth. The Contractor shall ensure compliance with all applicable statutes, promulgated rules, and administrative directives pertaining to the delivery of health care services. The Contractor shall not employ health care professionals whose licenses or certifications restrict them from working inside correctional facilities.

The Contractor agrees at all times to comply with and observe all state laws and YS policies and procedures which are in effect during the period of the contract that may affect services or its conduct.

A. Off-Site Provider Network:

To ensure the Proposer's network is adequate to serve YS youth, the Proposer will include written descriptions of the following:

- Establishment of a network of regional and tertiary care settings for outpatient specialty services.
- Establishment of a network of regional and tertiary care settings for inpatient care services.
- Establishment of arrangements for local off-site emergency room services.
- Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care (including mental health care when off-site inpatient mental health care placement is necessary), for placement at area hospitals, for placement at Departmental mid-level residential mental health treatment settings, and for placement at acute care mental health treatment units.
- Management of a prior approval process that typically completes generation of an approval or disapproval within twenty-four (24) hours, provides retrospective approval of emergency travel within one (1) business day, and provides a clear process for dispute management.

B. Utilization Management (UM) Program:

The Contractor must manage provision of services so as to avoid unnecessary off-site travel while insuring that necessary consultations and off-site services are provided. The Proposer must describe, in detail, the process and criteria used in the Utilization Management Program.

The State requests that a Contractor has a formulary exception process established for the use of off formulary medication when necessary.

At a minimum, the following information must be provided to the YS:

- Monthly UM reports by facility identifying Youth ID, name, diagnosis, requested service (referral, on-site service, off formulary medication, etc.), approval or alternative action, and reason.
- Monthly report of alternative actions, by facility with full copies of all associated review materials. If the alternative action process has included conversations not reduced to writing, a summary of the information discussed in the phone conversation shall be included with the material describing the individual case.
- The YS Health Services Director shall be informed of alternative actions and discuss resultant concerns with the Contractor's medical director. If agreement cannot be reached, the YS Health Services Director's opinion shall prevail.
- YS requires that waiting lists be monitored through the quality assurance process. YS expects the Proposer to comply with the following maximum waiting periods (and reserves the right to establish additional maximums or modifications when necessary to assure good care):
 - From review of Health Care Request Form (HCRF) to face-to-face triage (when indicated by routine health need) - no more than one (1) working day.
 - Referral to a practitioner for routine care – one (1) working week or less.
 - For review of HCRF routine dental request by dental professional - one (1) working week or less.
 - For review of routine HCRF by member of the mental health staff - one (1) working week or less.
 - For appointment for routine mental health services (psychiatrist, advanced practice nurse, psychologist, etc.) - two (2) working weeks or less.
 - For appointment for routine eye examination with optometrists - within one (1) month.

The Contractor shall meet these standards and to notify YS within one (1) business day in writing when a facility's waiting list exceeds them.

YS reserves the right to require the Contractor to secure additional resources at all facilities, if necessary, to reduce the youths' appointment waiting time to an acceptable duration.

C. Oversight and Coordination:

The Proposer shall describe how the program will be managed.

D. Quality Assurance Program:

The Contractor shall describe how it will implement and maintain a continuous quality improvement program (Quality Assurance Program) that incorporates clinical and non-clinical findings from the quality assurance committees and management reports. In addition, the program shall include review of critical incidents based upon frequency of occurrence and severity of impact. For example, a mortality review shall be conducted after any death and the findings communicated immediately to YS Central Office.

Proposers should define their peer review process, its purpose, and how the results will be shared with YS Central Office.

E. Medical and Nursing Services:

Whenever possible, services will be provided on-site at the health services unit (HSU). Depending upon the type and size of the HSU, various services will be provided on-site, consistent with service availability and economies of scale. (Note: Infirmity Services)

YS utilizes a written health care request form to permit youth to request health care services. These forms are collected daily and reviewed by professional nursing staff. After this review, youth are triaged to various health care professionals or provided with a written response appropriate to the described need and the existing health record information.

F. Receiving and Transfer Screening:

The delivery of healthcare for youth is initiated at the point of arrival or entry into the facility, at such time the intake health appraisal, dental and mental health screenings are completed. Youth are received at either of the two (2) secure facilities.

A Receiving screening shall include:

- Initial Mental health screening
- Intake health appraisal

A transfer screening occurs each time a youth transfers between YS facilities. The screening includes brief review of the health record and a face-to-face interview with the offender. The transfer screening must incorporate: review of the problem list, treatment plan, tuberculosis (TB) screening, age appropriate interventions, medication review, review of special needs, and any other unique aspects of care. Orders and medications issued at one (1) facility are considered valid at all facilities unless specifically discontinued by an authorized prescriber at the receiving facility.

The purpose of the transfer screening is to create a check and balance system designed to maintain a youth specific appropriate continuum of care. When the nurse's transfer screening identifies a problem or a question, consultation with the practitioner, either on site or on call, should occur immediately. This process is similar to the required immediate review that should occur upon return from any outside medical facility.

An explanation of procedures for accessing health and dental services shall be provided to youth verbally and in writing upon their arrival to the facility. The Contractor shall develop a procedure to ensure the transfer of

pertinent medical information to emergency facilities, outside specialty consultants, and for youth who are transferred to other state facilities.

When youth are transferred to other YS facilities, the medical record shall be transferred with them in a sealed container marked confidential unless there is an electronic health record that will be available at the receiving facility.

Service Lists upon Transfer between Facilities:

The Contractor must develop a procedure to ensure that adequate communication occurs between health professionals to assure continuity of care. Any youth on a service list at their former facility shall be prioritized for services based on need and seen timely at the new facility. In the Work Plan, the Proposer should describe the process that will be used so that service list status "follows" the youth to the new facility.

G. Periodic Health Screening:

The Contractor will provide annual health screenings in accordance with YS directives. This includes Grade "A" and "B" screening recommendations by the United States Preventive Services Task Force (USPSTF) as modified for correctional application, and includes review of problem lists and treatment plans for completeness and appropriateness. At certain points during confinement, charts must be reviewed to insure that necessary services are being provided.

H. Employee Health:

The expectations of the Contracted Healthcare Provider in the employee health program include:

- Urine Drug Screening (Pre-employment, Random, and Probable Cause)
- TB Skin Testing (Pre-employment and Annual)
- Breath Alcohol Testing
- Pre-employment physical examinations for direct care workers
- Immediate response and referrals for medical emergencies at the facility
- Appropriate documentation and completion of records and forms (actual records are maintained in a separate file by the YS human resources offices)

I. Youth Health Education:

General health education must be offered to youth. Topics shall include, but not necessarily be limited to, nutrition, sexually transmitted diseases, infectious diseases such as TB, Hepatitis C, Hepatitis B, and HIV, smoking, chronic disease, and oral health. The proposal shall describe the manner in which youth health education will be provided.

J. Health Call:

Health call is a system that allows ambulatory youth with health care concerns or requests to receive medical evaluation and treatment in a clinical setting for non-emergency illness or injury. The health call shall be conducted by an on-site registered nurse, mid-level practitioner, or physician and shall include diagnosis, treatment, and referral services as appropriate. In conducting health call, health care staff may utilize triage protocols and shall ensure that all appropriate assessment, treatment, and follow-up care are provided. All youth are to be seen at health call for initial review within twenty-four (24) hours of their submission of a request for health services. All youth, regardless of housing areas, shall have access to health call and receive an assessment performed by the nursing staff and appointments scheduled with practitioners based upon the

nurse's assessment. Nursing staff shall work within their scope of practice according to the Louisiana State Board of Nurses.

K. Other Requirements:

YS shall ensure compliance with all applicable statutes, policies and procedures, and administrative directives pertaining to the delivery of health care services.

Health care is provided according to standards of care for juvenile populations. In juvenile facilities, health care is provided as part of a collaborative continuum of care that includes treatment teams, intensive case management, and a therapeutic environment focused on rehabilitation and habilitation.

In addition to direct service provided, it is critical that the Proposer implement data and reporting systems that allow YS to monitor care delivery, contract compliance, and performance outcome measurements. The resulting contract will specify performance criteria that must be met. Methods that result in cost-effective service provisions are of particular interest, especially in the areas of transportation costs incurred for patient transport for off-site care and health record management.

YS has specific expectations regarding programming and delivery of health and mental health care services that are unique to the juvenile population. This section provides an overview of requirements that must be specifically addressed in the Proposal.

The juvenile facilities have smaller juvenile populations and approach treatment and programming by utilizing an interdisciplinary treatment team model. This model requires a collaborative relationship; participation on treatment planning teams (creating and implementing Master Reintegration Plans); intensive levels of services; and a need for crisis intervention, therapy, and related activities.

The following information identifies key considerations of services that the Proposer must take into account in preparing their proposal.

- Adequacy of hours and resources to meet all administrative requirements and documentation to achieve and/or maintain accreditation
- Completion of required tracking for pharmacy, statistical reporting, bill review, and any other reporting requirements
- Completion of responsibilities for the Quality Assurance Program including conducting audits and tracking information
- Responsibility for orientation of Contractor employees and subcontractors
- Tailoring information requests and reports to reflect juvenile care delivery and emerging issues
- Expectations of the health and mental health care delivery system include the following:
- Access to physicians, psychiatrists, and psychologists with experience in working with juvenile populations
- Availability of inpatient mental health beds for acutely mentally ill juvenile offenders
- Broad involvement of clinical staff in treatment planning and programming
- Major emphasis on training including hygiene and adolescent development, as well as, more traditional health and mental health care education
- Recognition of, and ability to respond to, unique requirements of juvenile populations, including occasional therapeutic restraint usage and occasional involuntary medication
- Adequate hours allotted to manage medications including chart and medication reviews
- A back-up plan for coverage at intake facilities to meet rapid turnaround times at juvenile facilities

- Provision of on-site dental care including preventive services appropriate for adolescents
- Psychiatrist hours at each juvenile facility
- With the strong focus and emphasis on counseling services in the YS, the Proposer's psychologists will require specific levels of involvement in the treatment process. Minimally, psychologists will be involved in the following areas:
 - a. Providing clinical oversight to Bachelor and Master level clinicians
 - b. Assisting in program development and evaluation
 - c. Serving as a training resource for facilities
 - d. Providing direct services to youth with serious mental health needs
- A system of technical and medical support, as well as professional staff development
- The Proposer must demonstrate recruiting and retention capabilities
- The Proposer must have experience proven effectiveness in administering a correctional health program in a correctional facility for youth
- The Proposer must demonstrate their ability for processing and handling bill payment services with a history of timely bill payments to current subcontractors and contractors
- The Proposer must demonstrate recent experience in achieving and maintain ACA accreditation in correctional facilities
- The Proposer must identify all current contracts
- The Proposer must include a description of all legal action -- pending or in the past five (5) years -- that resulted in a decision against the Proposer, or any legal action against any other company that has occurred as a result of business association with a Contractor
- Identify contracts that the Proposer has terminated in the last three (3) years

PART III: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
Company Background and Experience	15
Approach and Methodology	35
Proposed Staff Qualifications	13
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none">• <i>Up to 10 points available for Hudson-certified Proposers;</i>• <i>Up to 12 points available for Veteran-certified Proposers;</i>• <i>If no Veteran-certified Proposers, those two points are not awarded.</i> <i>See Section 3.2 for details.</i>	12
Cost	25
TOTAL SCORE	100

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Cost proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

The Proposer with the lowest total cost for all three (3) years for all four (4) facilities shall receive 25 points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Cost of all Proposers
TCP = Total Cost of Proposer being evaluated

3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

- A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:
- B. Proposer Status and Allotment of Reserved Points
- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
 - ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
 - iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
 - iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor.

PART IV: PERFORMANCE STANDARD

4.1 Performance Measures

Performance Indicators and Monitoring Criteria:

The YS Health Services Director will monitor the Contractor's performance in a continuous and ongoing effort to ensure compliance with requirements of the contract. These requirements and/or expectations will be based on the current PbS and/or ACA Standards, the youth health services RFP specifications, and the current YS policies and procedures. The Contractor will provide YS with all medical, dental, and mental health records; logbooks; staffing charts; time reports; offender grievances; and other requested documents required to assess the Contractor's performance. Actual performance will be compared with pre-established performance criteria. An audit by YS may be performed as often as quarterly at each institution and will be scheduled in advance. Final performance criteria will be developed to reflect the specific area of service provided by the responsible Contractor. The following is a summary of general indicators. These indicators do not represent the complete description of the Contractor's responsibility.

Medical Services:

- Access to care
- Continuity of care
- Problem list and treatment plan completion
- Secondary care consults
- Documentation of care
- Chronic care clinics
- Responsiveness to referral needs

Utilization Management:

- Timely access to care, both on- and off-site
- Access to off-site care from regional providers
- Accurate utilization data/reports
- Accurate data regarding serious medical conditions being treated and regarding serious disabilities present in the offender population
- Availability of diagnostic and treatment data
- Development, availability, and maintenance of specialty service contracts
- Utilization and trending reports regarding off-site secondary care services

Mental Health Services:

- Access to care
- Treatment plan completion
- Documentation of care
- Order and review of diagnostic labs
- Continuity of care
- Credentialing and licensure of professional staff

Staffing Standards:

- Staffing reports, including vacancies by shift and facility
- Management of credentialing process
- Management of privileging process
- Peer review of all professionals
- Management of staff training

Pharmacy Services:

- Utilization data/reports
- Satisfactory performance on consultant pharmacist and other audits
- Accurate filling of medication prescriptions and timely delivery (generally this should occur within a one (1) day turn-around to receipt when the daily stop-time is observed)
- Completeness of medication error reporting

Administrative Responsibilities:

- Timely and accurate response to inquiries
- Critical incident reporting and investigation
- Management of quality improvement process
- Timely provision of Corrective Action Plans
- Cooperation with contract monitoring and Quarterly HS Auditing
- Convening Quarterly Administrative Meetings

The Proposer shall identify a plan, and is responsible to meet all criteria outlined in this section. Should YS develop the capacity to collect this data electronically; the Contractor will be required to participate in this process.

4.2 Performance Requirements

All work performed under the Contract will be reviewed on a continual basis by the YS Health Services Director and the Facility Director of YS four (4) secure facilities. A program overview meeting shall be held monthly with the director or the director's designee and the on-site program administrator. This overview shall, at a minimum, include any medical and managerial problems, and services being provided to achieve the program goals and objectives. The Contractor will be required to attend any relevant institutional and statewide meetings.

The Contractor must maintain regular communication with the facilities' administration and actively cooperate in all matters pertaining to the Contract. The Contractor will provide a monthly report on: overages, vacancies, youth who are approaching or who have exceeded the medical expenditure cap, YS monthly health care services, monthly staffing, including vacancies and health staff disciplinary actions, and any other reports YS requires. The Contractor will provide a quarterly report as requested by the YS Health Services Director.

Contractor must hold periodic meetings (at least once per quarter) between YS officials, facility staff, and appropriate contractual personnel to review significant issues and changes, and to provide feedback or corrective actions relative to the quality assurance/action program so that any deficiencies or recommendations may be addressed.

Service Delivery Monitoring:

The YS Health Services Director will be the liaison to the Contractor to monitor service delivery, and to ensure that the services are coordinated. The Proposer's Health Services Administrator will give monthly progress reports to the YS Health Services Director.

The Contractor must maintain regular communication with the Facility Director and actively cooperate in all matters pertaining to the contract.

4.3 Monitoring Plan:

The YS Health Service Director for any contract resulting from this RFP Solicitation is responsible for the monitoring and liaison functions, reviewing reports and other indicia of performance. The Health Service Director will be primarily responsible for the day-to-day contact with the Contractor.

Performance will be continuously monitored for compliance and measured against the requirements contained in the contract, and all other applicable standards in accordance with YS Policies. The Health Service Director will conduct regular site visits, including assessments of contract performance and compliance.

Contractor will be notified in writing of any issues of non-compliance and will be given a time frame to create and implement a corrective action plan.

Contractor shall have an opportunity to review and respond to the Health Service Director's findings of non-performance within fourteen (14) days of receipt of the written notice.

Corrective actions shall be completed within the time frame given, unless the Contractor has contested and submitted an objection to the findings in writing to the Deputy Secretary as stated above.

YS and the Contractor will establish a committee to review problems relating to non-performance other than failure to attain and maintain ACA accreditation or PbS approval. This committee will be empowered to assess damages to the Contractor, and will consist of the YS Health Services Director, Undersecretary, and Deputy Assistant Secretary in charge of Operations. The Contractor will be permitted to have two (2) representatives on the committee. An appeal of decisions rendered by this committee shall be heard by the YS Deputy Secretary, whose decision shall be considered final. This committee will meet upon request of YS Health Services Director.

SPECIAL /MANDATORY REQUIREMENTS

- A. The Contractor will be expected to begin provision of services within forty-five (45) days of receipt of the fully executed contract.
- 14. If it is determined by YS that the Contractor was responsible for the facility's failure to receive ACA accreditation or PbS approval, liquidated damages will be assessed against the Contractor. Upon achieving accreditation, the Contractor is required to conform to the ACA and/or PbS standards for the duration of the contract by maintaining current compliance files.
- B. The Contractor shall provide services in accordance with the PbS and/or ACA Performance Based Standards and Expected Practices and prevailing community standards of care professional practices.

- C. The performance of the Contractor's personnel and administration must meet or exceed standards established by PbS and/or ACA as they currently exist and/or may be amended. In addition, the Contractor shall comply with all established policies outlined in the YS Internal Management Policies and Procedures Manuals as they currently exist and /or may be amended.
- D. The Contractor shall identify the clinical criteria utilized to determine necessity for health care and treatment that at a minimum meet the Clinical Practice Guidelines established by national criteria and/or internally developed by the YS Director of Health Services.

4.4 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or
Authorized Representative

(Electronic or scan of
original signature)

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II: SAMPLE CONTRACT

HEALTH SERVICES CONTRACT

**CONTRACT BETWEEN
LOUISIANA DPS&C/YOUTH SERVICES (YS)
AND**

Contractor Name: 	Contractor Address: 	Federal Tax ID Number:
		Louisiana Department of Revenue Account Number:
Beginning Date: September 1, 2020	Ending Date: August 31, 2023	Maximum Contract Amount:\$

Contract #: _____

THIS CONTRACT is made and entered into by and between **the State of Louisiana, Department of Public Safety and Corrections, Youth Services, Office of Juvenile Justice (hereinafter referred to as YS or the State)** and (Contractor), hereinafter referred to as "Contractor".

This contract, together with the Request for Proposal (RFP) and addenda issued thereto by YS, the proposal submitted by the Contractor in response to YS' RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter. In the event of any inconsistent or incompatible provisions, this contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

This contract contains or has attached hereto all the terms and conditions agreed upon by the contracting parties. In consideration of the mutual promises contained herein, the parties hereto agree and bind themselves and their successors as follows:

SECTION I. SCOPE OF SERVICES:

To provide comprehensive quality health care services to male youth in the custody of Youth Services, Office of Juvenile Justice and housed at Bridge City Center for Youth, Acadiana Center for Youth, Swanson Center for Youth and Columbia Center for Youth (individually, a "Facility", collectively, the "Facilities"). Health services will be delivered in a compassionate, humane manner with respect to the youth's right to basic healthcare services.

Goals and Objectives

The goal of this contract is to ensure the delivery of cost-effective, evidence-based health care services, which youths at contracted facilities can access at any time. The Contractor will support other on-site youth services and programs, and develop appropriate health services related discharge planning upon release.

The contractor will be able to meet the above goals by:

- 1) Providing all of the following aspects of health care:
 - On-site primary and preventive health services
 - Dental services
 - Optometry services
 - 24/7 nursing staff
 - Medication administration or pill call
 - Health/sick call
 - Off-site specialty care as requested by primary care physicians or dentist;
 - Emergency medical care as requested by health care staff;
 - Pharmaceutical drug services
- 2) Providing on-site mental/behavioral health services, to include:
 - All psychiatric assessments
 - All mental health counseling and treatment
 - All mental health emergency room, outpatient, and inpatient hospital care.
 - All mental health on or off-site specialty referrals.
 - Therapeutic and diagnostic ancillary services as listed under "medical services" when these are ordered as a part of the mental health delivery process.
 - Substance treatment services.
- 3) Providing the following administrative functions:
 - Attendance at monthly contract overview meetings;
 - Attendance at relevant institution weekly directors meetings;
 - Attendance at relevant statewide meetings;
 - Incident reporting in compliance with policies and procedures set forth by YS;
 - Monthly staffing reports including hours worked by staff by position, staff vacancies, and recruitment efforts;
 - Designated Health Services Administrator for each facility;
 - Reports generated from quality assurance meetings;
 - Monthly health care services reports; and
 - Monthly pharmaceutical and therapeutic meetings.
- 4) Maintaining an open, collaborative relationship with YS Central Office administration, YS Health Services Director, correctional facility director, and staff.
- 5) Operating the health services program in a humane manner with respect to youths' right to appropriate health care services.
- 6) Providing unimpeded access to care that meets the medical, dental, vision, and mental health needs of the youth.
- 7) Utilizing the YS policies and procedures in dealing with youth grievances and/or complaints regarding any aspects of the health care delivery system.

- 8) Maintaining all nonproprietary records pertaining to the contract or to services provided under the contract, including but not limited to those records specifically mentioned in the RFP or the contract, shall be made available to YS for lawsuits, monitoring or evaluation of the contract, and other statutory responsibilities of YS and/or other State agencies, and shall be provided at the cost of the Contractor when requested by YS during the term of the contract or after termination of the contract for the period specified.

Complying with the Prison Rape Elimination Act of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, YS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within YS Facilities/Programs /Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" YS will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and YS Policies may result in termination of the contract.

Performance Measures

Outcome Measures

1.1 STATEMENT OF WORK

All medical, mental health, dental and vision services shall be provided in accordance with American Correctional Association (ACA)'s Juvenile Facility Performance Based Standards, the LA YS Policies and Procedures, and all federal, state, and local laws.

The following listing within the categories of On-Site Services, including Pharmacy, shall not be deemed to be exclusive, but shall be no greater than those set forth in the RFP.

On-Site Medical Services

Medical Care Services

- Medical Intake
- Screening and Assessment
- Practitioner Clinics
- Primary Care
- Chronic Illness Clinics
- Specialty Clinics
- Sick Call, Accidents and Injuries
- Optometry Services
- Infirmity Wards
- Specialty Referral
- Emergency Care
- Disaster Plan
- Telemedicine

Nursing Services

Nursing Care including outpatient and infirmity nursing assessments

Pill Call in dormitories and dining hall
Health /Sick Calls
Medication administration reporting and review
Patient education
Staff training and in-servicing

On-Site Mental/Behavioral Health Services

Mental Health Intake
Screening and Assessment
Mental Health Treatment of Seriously Mentally Ill (SMI) Youth
Substance Abuse Assessment and Treatment
Sexual Offender Assessment Services
Group and Individual Counseling
Consultation Services
Telemedicine
Suicide Precautions
Supportive, Clinical and Therapeutic Services for Mental Health Unit
Clinical Recommendations for Transfer of SMI Youth
Off-site Mental Health Bed
Swanson Center for Youth Specialty Units

On-Site Dental Services (for each Facility)

Screening and Assessment
Annual Examinations
Acute Care Services
Specialty Referral Services

Pharmacy Services

Prescription and non-prescription pharmaceuticals

- Maintain Age-Appropriate Medication Formulary
- Maintain Inventory and Recordkeeping
- Maintain Safe storage
- Oversight by Licensed Personnel
- Maintain backup pharmacy plan for acquiring medication 24/7 including weekends

Other Services

- Contractor will be responsible for arranging and scheduling of youth off-site specialty services, and inpatient hospitalizations as clinically appropriate, but will not responsible for any costs related to such services, unless the contractor does not follow the state's prison health care model for coordinating off-site services.
- Contractor will provide X-ray and other diagnostic services to include: point of care testing, CLIA waived testing, laboratory blood draws and EKGs on-site at the Facilities.
- Contractor will be responsible for janitorial services for the infirmary and for health services team office space at the Facilities.
- Contractor will be responsible for arranging and scheduling of youth emergency transportation and will be responsible for any cost related to the service.

- Contractor will provide employee health services to direct care staff at each facility to include: pre-employment physicals and health screenings, urine drug screens, TB skin tests, immediate post exposure reviews and referral for care.

Training

- YS requires a uniform and consistent training program for staff throughout its secure juvenile system. Contractor and YS shall jointly develop, revise and adopt uniform training programs, manuals and other materials for the use within all YS secure Facilities, as needed. These training programs, including manuals and related materials, are referred to hereafter as the "Youth Services Training Program". The intellectual property rights of each party shall be appropriately referenced on all such training materials.
- The Youth Services Training Program shall provide ongoing education, instruction and skills enhancement on topics related to working within Secure Facilities and in the areas of knowledge necessary to care for this specific population of youth involved with the juvenile justice system.
- Contractor will assign staff to provide YS staff with pre-service, in-service, specialty training on healthcare and mental health related topics and associated field observation/training (aka: TIP/Training in Place).
- Contractor shall make available continuing professional education and other programming to clinical staff to assist with the maintenance of licensure requirements.

Contractor Responsibilities:

- Provide qualified healthcare professionals to provide all of the services necessary to achieve the results of this contract at the four (4) secure care Facilities.
- Contract administration and monitoring shall be in accordance with the Performance based Standards (PbS) and the American Correctional Association (ACA) and consistent with community standards of care. When correctional or community standards are unclear, the Contractor and the YS Health Authority shall adopt mutually agreed upon standards, treatment guidelines, and protocols.
- Contractor will train its staff regarding, and ensure compliance with, the requirements of the Prison Rape Elimination Act ("PREA") and said staff will be required to comply with the OJJ PREA training requirements as well.
- Work within the Louisiana Prison Healthcare Network (LPHN) of regional tertiary care settings for in-patient services that are practical, within the shortest travel distance from the Facilities and guarantees access to care is provided in accordance with the healthcare services directives according to PbS and ACA standards. If services are required for which there is not a provider within the LPHN, the Contractor will use its best efforts to locate an appropriate provider based on reasonable, practicality, proximity, and access to care. Contractor will coordinate with the LPHN's third party administrator and the YS Health Authority to continually evaluate cost-effectiveness and efficiency of local off-site providers available for referrals. The costs for off-site services shall be borne by LPHN. The parties acknowledge and agree that Contractor will not be deemed to be an insurance company or any other federally defined "payer" notwithstanding any provision set forth herein.
- Notify emergency services and arrange for youth to be transported to the nearest available emergency room in the event of a life threatening injury or illness.
- Participate and cooperate to ensure appropriate care and efficiencies in the LPHN program for utilization management services.

- Immediately notify the YS/Health Authority/ Director of Health Services of any disciplinary action instituted or pending against the license of any practitioner/staff employed by the Contractor.
- Ensure that staff works within their respective scope of practice and that any Licensed Practical Nurses (LPN) function under the direction of a Registered Nurse (RN), Nurse Practitioner (NP), Physician Assistant (PA) or Medical Doctor (MD) in accordance with the various licensing boards.
- Submit to the YS/Health Authority staffing levels commencing with the Contract start date, and monthly thereafter. Any deviations from the established staffing plans must be communicated in writing to the YS Health Authority including the reasons for the staffing shortage and the steps taken to alleviate the shortage. All staffing modifications or changes to the agreed upon staffing plan must be submitted in writing and approved by the YS/Health Authority.
- Contractor's regional staff will provide clinical and administrative supervision through quarterly on site visits to each facility. Any negative findings resulting from the regional staffs' visit shall be reported to the YS Health Authority.
- Have an RN available on scheduled shifts and an on-call mid-level provider or physician for coverage twenty-four (24) hours a day, seven days a week (24/7) at the Facilities, as provided in the agreed-upon staffing plans attached hereto and made a part hereof as Attachment I. Notify the Facility director or designee, and the YS/Health Authority when key health services personnel, such as the Health Services Administrator and/or the Medical Director, will be off the grounds of the Facility for any leave of absence exceeding twenty-four (24) hours. A written notification must include the name, title, and immediate contact information of the person providing coverage.
- Ensure full-time administrative staff, mental health professionals, and psychologists are in attendance Monday through Friday or as indicated by a 40 hour/week schedule.
- Provide emergency treatment in the Facility to visitors, staff, employees, or subcontractors of Louisiana OJJ who become ill or who are injured while on the premises. Treatment will consist of on-site stabilization and, if appropriate, referral to a personal physician or local hospital. Contractor will not be responsible for off-site or follow-up services.
- If Contractor's staff lacks sufficient clinical skills, fails to adhere to the Facilities' security procedures, or cannot abide by the YS Code of Conduct for the agency, such staff will not be permitted to work at any of the Facilities.
- Contractor will maintain telemedicine services at each facility as appropriate.
- Ensure Contractor's staff has the necessary office equipment, including: computers, conference equipment, telephones and fax/copy machines, necessary to maintain efficient operations.
- Provide dietary consultation or dietician services when such services are clinically indicated or needed as a part of a therapeutic regimen or treatment plan.
- Contractor will utilize a local retail pharmacy when necessary prescriptions cannot be readily obtained from other sources. Should manufacturer problems or national shortages preclude the continuation of necessary medications, therapeutic substitutions will be made so that treatment is not interrupted. In the event of a national shortage of vaccines, Contractor will provide prophylactic medications to high-risk youth when clinically indicated, and will track youth who require vaccination and ensure its administration when supplies become available.

- Contractor is responsible for all medication costs.
- Obtain YS' prior approval of key Contractor personnel such as Health Services Administrator, Medical Director, Nurse Practitioner, Psychologist, Mental Health Supervisors and mid-level providers.
- The Contractor is responsible for documenting and providing information for PbS data collections and assisting with an ACA audits for all sites. The Contractor should cooperate with any audit team and implement any corrective action measure requested by the audit team and/or the Facility, provided such measures do not violate or result in the waiver of any confidentiality or privilege protections provided by the laws and regulations of the State of Louisiana or federal law.
- In performing the services and providing the support described in the Scope of Services, Attachment II, the Contractor shall provide, in a format agreed upon by the parties, data and written deliverable items to YS.
- Implement an electronic Medication Administration Record ("eMAR") to be fully operational at all Facilities by the start of this contract.
- Implement an electronic medical record system to be fully operational at all Facilities by the start of this contract.
- Establish and implement a process upon intake to inquire if youths are participants in Medicaid or other third-party health insurance payer programs; enter and maintain such information in an electronic medical record system.
- Enter all off-site care requests and referrals (ED, inpatient, specialty appointments, ancillary testing, etc.) utilizing the web-based software provided by LPHN. YS/Health Authority shall have complete access to UM data and statistical reporting.

Contractor must meet PbS and/or ACA standards for the following routine services. In the event PbS or ACA standards do not address any of the following routine services, Contractor shall comply with the applicable timelines set forth below:

- Youths housed in the segregated unit, observation cells for suicide watch, or other health needs should be assessed daily by a RN on each shift.
- Health Care Request Forms (HCRF) shall be reviewed daily with an assessment of youths occurring within twenty-four (24) hours
- Youths' referrals and appointments to see the medical practitioner for routine care shall be completed in one (1) working week or less.
- For review of HCRF routine dental request by dental professional – one (1) working week or less. For appointments pertaining to routine dental services, the appointment shall be scheduled two (2) working weeks or less.
- For review of routine HCRF by member of the mental health staff, one (1) working week or less.
- For appointments for routine mental health services (psychiatrist, advanced practice nurse,

psychologist, etc.) two (2) working weeks or less.

- For appointments for routine eye examination with optometrists within one (1) month.
- The Contractor is expected to meet these standards and to notify YS/Health Authority within one (1) business day in writing when the Contractor fails to provide the necessary services to a youth within the timeframes indicated above.
- Contractor may be required to apply additional resources to any Facility if necessary in order to reduce the waiting list to an acceptable duration as determined by the YS Health Authority.

Youth Services Responsibilities:

YS shall provide office space, space for equipment, and space to house the programs and personnel required by Contractor to perform its responsibilities as outlined in this Contract. YS shall ensure that spaces at the Facilities are properly prepared to accommodate computer and other equipment necessary to implement the programs described in this Contract. YS shall make existing telemedicine equipment, owned by YS, available to Contractor but makes no warranties that such equipment is compatible with Contractor's planned use.

In the event the telemedicine equipment provided by YS is not compatible or not in satisfactory working condition, Contractor shall provide its own telemedicine equipment to accomplish the requirement under this Contract.

YS shall pay for electricity, water and gas for those buildings at the Facilities occupied by medical/mental health staff and related to the performance of Contractor's obligations herein. YS shall also supply all IT cable and access to Internet connections necessary to operate Contractor's electronic medical records and UR services and anticipated telemedicine services.

YS shall provide adequate security staffing at the Facilities to allow Contractor and its employees to effectively perform their duties in a safe work environment. In the event that an unsafe work environment develops, YS agrees to consult with Contractor's Administrator to determine an accurate and reasonable resolution of the situation. YS shall bear the responsibility of any costs involved with the third-party administration and utilization management (UM) of off-site services, with the exception of Contractor staff entering off-site referrals into the web-based software provided by the LPHN and participating and cooperating with LPHN to ensure appropriate care and efficiencies

1.1.1. PERFORMANCE MEASURES

The Contractor will be required to collect performance data on a monthly and yearly basis. The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work.

NON PERFORMANCE:

YS shall provide immediate written notification to the contracted healthcare provider for non-performance issues relating to the failure to access timely alternative sources of healthcare (off-site specialty clinics, hospitalizations, etc.). The contracted healthcare provider will have fourteen (14) days from the date of notice in which to cure non-performance.

In the event YS has to pay for alternative sources of healthcare due to non-performance by the contracted healthcare provider, a deduction shall be taken from the monthly invoice submitted during the month of non-performance occurrence. The deducted amount will be limited to the amount that YS paid for services.

LIQUIDATED DAMAGES

The monetary penalties for non-performance of Contract Performance Indicators are set forth below.

ACA Accreditation and PbS Approval

The Contractor will incur liquidated damages of \$25,000, per Facility per episode, if it is determined by YS that the Contractor was responsible for the failure to receive accreditation or approval from any national institute. YS anticipates that all Facilities will attain and maintain either ACA accreditation and/or PbS approval throughout the duration of the Contract. The LA OJJ encourages use of mock assessments or partial mock assessments prior to on-site ACA accreditation assessments being conducted. For PbS, LA OJJ encourages participation in PbS trainings, improvement meetings and early data collection and analysis of data for better outcomes during the submission time periods.

If the failure of the Facility to receive accreditation is equally due to the acts or omissions of both YS and Contractor, then the Contractor will be assessed liquidated damages in the amount of 50% of the re-audit and reaccreditation costs; otherwise the cost will be assessed at a pro rata share based on the percentage of the fault of the parties.

If Contractor becomes aware of actions or omissions by YS or a third party that interferes with Contractor meeting or maintaining PbS and/or ACA medical standards. Contractor must immediately notify YS and the third party in writing, as appropriate.

If Contractor can show that the failure of the facility to receive accreditation or reaccreditation for medical program deficiencies or the failure to meet performance standards outlined herein was directly and completely attributable to actions or omissions of YS or a third party liquidated damages will not be assessed.

Health and Mental Health Screenings

It is expected that all receiving and transfer health and mental health screenings of youth shall be completed within one (1) hour upon arrival to the initial or transfer facility. If performance falls below ninety-percent (90%) of all medical records audited quarterly, the Contractor shall pay fixed agreed liquidated damages, one hundred and fifty dollars and no cents (\$150.00) multiplied by the number of youth for whom screenings were not completed within the time frame specified for the period being reviewed.

Any subsequent review resulting in performance falling below ninety percent (90%) of this standard within three months of latest review requiring liquidated damages as described in this section, shall result in liquidated damages of two hundred dollars and no cents (\$200.00) multiplied by the number of youth for whom screenings were not completed in the current review period.

A third standard of performance lower than ninety percent (90%) within six (6) months of the latest review requiring liquidated damages as described in this section shall be taken at two hundred and fifty dollars and no cents (\$250.00) per youth/detainee. Any continued substandard findings lower than ninety percent (90%) within six (6) months from the latest review period shall result in damages of three hundred dollars and no cents (\$300.00) per youth.

Health and Mental Health Assessments

It is expected that all initial assessments shall be completed within seven days (7) of the youth arrival to the facility. If quarterly performance falls below ninety percent (90%) of this standard, the Contractor shall pay to YS liquidated damages in the amount of one thousand dollars and no cents (\$1,000.00). A review of the initial health appraisal process shall be required each quarter from the facilities through one (1) or more of the following processes: Contractor's reports to YS, YS Contract Monitoring verifiable staff review, and/or electronic medical record data collection. YS shall have final authority over quarterly calculation methods and determination of the number of non-compliant receiving and transfer screenings.

Health Calls

Health calls shall be completed within twenty four (24) hours of the youth's request. If quarterly performance falls below ninety percent (90%) of this standard, the Contractor shall pay to YS liquidated damages in the amount of one thousand dollars and no cents (\$1,000.00). A review of the health calls performed shall be required each quarter from the facilities through one (1) or more of the following processes: Contractor's reports to YS, YS Contract Monitoring verifiable staff review, and/or electronic medical record data collection. YS shall have final authority over quarterly calculation methods and determination of the number of non-compliant health calls.

The parties agree that YS' auditing of performance criteria that results in liquidated damages (health screens, health appraisals and health calls) will begin upon commencement of the services under this contract.

1.1.2. MONITORING PLAN

The YS Director of Health Services will monitor the services provided by the contractor and the expenditure of funds under this contract. The YS Director of Health Services will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance.

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in the contract and all other applicable standards in accordance with YS Policies. YS will monitor reports and other indicia of performance against the specific goals and objectives as stated in the RFP with a benchmark of deliverables to be determined prior to contract issuance.

Reporting

The Program's performance and outcome measures shall be reported to the YS Health Service Director by the 10th of each month following the date of service in a format provided by YS. Additionally, the contractor shall submit a written annual report that reflects the overall performance and outcome measures identified above.

1.1.3. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and YS has accepted all deliverables specified in the Statement of Work.

1.1.4. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.1.5. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

Positions Not Staffed per Contract

In the event that, on any day or shift, one (1) or more positions are not staffed as agreed upon in the contract by a person or persons possessing qualifications at least as high as those required by that position(s), a deduction(s) shall be made from the monthly contractual payment to the Contractor, as determined by YS. Cross-coverage (one individual assigned to two positions simultaneously) will not be considered coverage under the contract.

In addition to the above base rate adjustment, unfilled staff positions shall be subject to an additional fringe benefit reduction, provided Contractor does incur such fringe benefit costs. Both the base rate adjustment and fringe benefit reduction shall be based upon the staffing cost data furnished by the Contractor.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

The terms of this contract is (date) and continues through (date).

This contract is not effective until approved by the Director of the Office State Procurement in accordance with La. R.S. 39: 1595-1595.1 if applicable.

It is the responsibility of the contractor to advise YS in advance if contract funds or contract terms may be insufficient to complete contract objectives.

Contractor agrees to abide by all relevant and applicable laws and YS policies (as they now exist or as they may be amended). If Contractor provides sufficient justification that an amended YS policy substantially changes the contract, substantially increases the workload, or significantly impacts contractual monetary

provisions, Contractor shall have an opportunity to appeal those YS policy changes. Copies of all applicable YS policies will be made available to the Contractor.

2.2 STATE FURNISHED RESOURCES

State shall appoint a Project Coordinator for this Contract identified in Section 1.1.2 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be said Contractor's obligation. Contractor's federal tax identification number is _____.

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

For the services rendered pursuant to Section I, Contractor shall be paid as follows:

Contractor shall submit monthly invoices to YS by the 10th of each month for actual units provided during the preceding calendar month. All invoices must be submitted on YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of each month, YS may not be responsible for payment thereof under this contract or in quantum merit.

Fee Schedule

As more fully described in Contractor's Per Capita Schedule, for the services rendered pursuant to Section 1.1 set forth above, Contractor shall be paid the following:

A. Base Compensation.

The Base Compensation paid by YS to Contractor under this Agreement is set forth below:

Period Covered	Annual Base Amount	Monthly Base Amount
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09/01/2020-8/31/2021		
09/01/2021-8/31/2022		
09/01/2022-8/31/2023		

In the event this Contract should commence or terminate on a date other than the first day or last day of any calendar month, compensation to Contractor will be prorated accordingly for the shortened month.

B. Population Fluctuation.

The monthly payments set forth above, anticipate an average daily youth population (the "ADP") of each Facility as follows:

- Bridge City Center for Youth: 84 ADP
- Acadiana Center for Youth: 72 ADP
- Swanson Center for Youth: 90 ADP
- Columbia Center for Youth: 48 ADP

In the event the ADP fluctuates higher or lower than anticipated above by ten percent (10%), the Monthly Base Amount set forth above shall be adjusted on a per capita basis in accordance with Contractor's Per Capita Schedule. For example:

- (1) With respect to SCY, If the ADP for any given month during the first year (09/01/2020-08/31/2021) of the term of is less than the SCY Base ADP, then Contractor's monthly invoice shall include a calculation for the decrease as follows: $(\text{SCY Base ADP} - \text{SCY ADP}) \times \text{per capita rate} \times (\text{number of days in the month})$ and subtracted from Contractor's base monthly payment. Following a monthly reconciliation related to per capita adjustments specifically setting forth the calculation resulting in the payment deduction, the deduction amount shall be subtracted from Contractor's base monthly payment and Contractor shall invoice YS based upon such reduced amount;

Or

- (2) With respect to CCY, if the ADP for any given month during the third year (09/01/2022 - 08/31/2023) of the term of this Contract is greater than the CCY Base ADP, then Contractor's monthly invoice shall include a calculation for the increase as follows: $(\text{CCY ADP} - \text{CCY Base ADP}) \times (\text{per capita rate}) \times (\text{number of days in the month})$ and added to Contractor's base monthly payment and YS invoiced for that amount. YS shall issue payment to Contractor for such increase following a reconciliation related to per capita adjustments, and such payment shall specifically set forth the calculation resulting in the payment increase, and Contractor shall invoice YS for such adjusted amount.

YS will furnish the Contractor, each Facilities' monthly ADP for the previous month within the first

five (5) days of the following month, which will show the daily population for that month. The ADP shall be determined from YS's records and shall be calculated by adding, for any given month, the daily youth population shown on the monthly report and also contained in the YS daily status reports and dividing such sum by the number of days in that month.

Population adjustments are intended to cover changes in costs in those instances where minor, short-term (90 days or less) increases/decreases in the adjudicated population at a Facility result in the higher/lower utilization of routine supplies and services. However, the population adjustment is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the youth population increases or decreases at a Facility by more than twenty five (25%) and if such population increase or decrease is sustained (greater than 90 days). In such event, the parties will negotiate to amend the Contract to reflect mutually agreeable changes to relevant costs.

Contractor shall submit monthly invoices to YS by the 10th of each month for actual units provided during the preceding calendar month. All invoices must be submitted on YS format and signed by an authorized representative of the Contractor. It is understood that should Contractor fail to submit an invoice within thirty (30) calendar days following the end of each month, YS may not be responsible for payment thereof under this contract or in quantum merit.

If there are no discrepancies, YS will make every reasonable effort to issue payment for services provided within fifteen (15) calendar days after approval of the invoice by the YS Undersecretary or his/her designee.

Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) business days beyond the last payable day of the month in which the alleged billing discrepancy occurred or ten (10) business days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under this contract or previous contracts from amounts due to the Contractor. YS reserves the right to reduce the contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will not be made unless contractor provides services in a timely manner to the reasonable satisfaction of YS.

4 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

5 CONTRACT CONTROVERSIES

Any dispute that is not resolved by agreement between the Contractor and the Contract Performance Coordinator shall be decided by the Deputy Undersecretary or his/her designee through informal dispute resolution. The Contractor shall be furnished a copy of the final decision of Deputy Undersecretary or his/her designee. Within thirty (30) days from the date of mailing of the decision, the Contractor may submit a written Request for Review to the Deputy Secretary. The Contractor shall be afforded the opportunity to be heard and present evidence in support of his Request for Review. The final decision of the Deputy Secretary or his designee concludes YS' review of the dispute.

The Contractor may then pursue resolution of any claim or controversy arising out of the contract according to the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

6 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

7 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by YS and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to YS. The identification of all such confidential data and information as well as YS's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by YS in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by YS to be adequate for the protection of YS's confidential information, such methods and procedures may be used, with the written consent of YS, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

9 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with LA R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

10 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

11 INDEPENDENT ASSURANCES

YS will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply YS with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of this contract. The Contractor shall implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the YS. The cost of the SSAE 16 audit is to be included in the cost of this Contract.

12 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

SECTION II. SPECIAL PROVISIONS

A. Secure Facilities

When the Contractor is required to enter the grounds of a YS secure Facility, the Contractor understands and agrees that the following special conditions of the Contract exist for the benefit of the institution, the employees, and the youth residents and agrees to abide by said special conditions contained herein and in the *Youth Services Employee Manual*, Employee Rules of Conduct, Part I. A copy of this document may be requested from your Contract Performance Coordinator. Should the manual be modified or amended, Contractor will be notified and shall comply with the rules as modified or amended.

Contractor understands and agrees that violation of any of the following special conditions shall be cause for immediate cancellation of this Contract in accordance to the provisions of this Contract.
Director's Policy:

1. While on the institutional grounds, Contractor's employee shall strictly adhere to all federal, state and local laws and institutional directives.
2. Any person may be barred from the institution or removed from the institution if it is in the best interest of YS.
3. If requested by the Director, the Contractor's employee must leave the institution grounds immediately. YS will verbally apprise Contractor of the situation as soon as possible. Within five business days of the incident, YS will submit to Contractor a written explanation for the removal of the employee's facility security clearance.

B. Confidentiality/Records

Contractor agrees to adhere to confidentiality requirements as provided in La. Ch. C. Art. 412 and LSA-R.S. 15:574.12 to prevent the unauthorized use or disclosure of any information obtained as a result of work pursuant to this contract. Such confidentiality protections apply regardless of the form in which the information exists.

Contractor further acknowledges that such confidential information is the property of YS and Contractor shall, upon demand by YS, turn over any and all files and information pertaining to youth served in this program.

In carrying out Contractor's responsibilities (including their respective officers, directors, employees, independent contractors, attorneys and other advisors) as defined in this Contract, the actions, conversations and information exchanged, provided or available to Contractor, including medical records related in any way to youth served at these Facilities as well as Youth Services employee matters shall remain confidential and Contractor shall not disclose or in any way transfer the same to any non-party, or disclose, transfer or offer same in any litigation, arbitration, or court proceeding, except when made for the purposes of either party enforcing this Contract, or except as required by any applicable law, regulation, or order of a court.

The timing and content of any announcements, press releases, or other public statements concerning the matters set forth herein will only occur upon, and be determined in advance only by, mutual agreement and consent of the parties.

The parties agree that Contractor is a "Covered Entity" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations (45 CFR Parts 160 and 64) issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The parties agree to comply with the aforementioned laws and regulations.

C. American Correctional Association (ACA)

If American Correctional Association (ACA) accreditation for Youth Community Residential Facilities has not already been obtained prior to the signing of the contract, the contractor agrees to enter into candidate status and earn such accreditation within twelve (12) months after signing of the contract. Failure to achieve accreditation may result in the cancellation of the contract. Upon achieving ACA accreditation, the contractor must continue to conform to the ACA Standards for the term of the contract. The ACA contact phone number is 1-800-ACA-JOIN, and website address is www.aca.org.

D. Access to Records

To the extent allowed by federal and state law and regulations, upon request, Contractor and YS will provide each other mutual access to charts, other relevant documents, personnel and facilities required for either party to perform quality assurance and monitoring in a timely manner, in accordance with protocols adopted by Contractor and YS, but neither party may make changes to the other's data or information.

Contractor further agrees to grant access to its personnel and records during the course of YS investigations.

E. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Louisiana and all such materials will be the property of the State of Louisiana. Use of these materials, other than related to Contract performance by the Contractor, without the prior written consent of the YS, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the YS and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to YS. All records, including medical records, written reports, computer printouts and all other similar recorded data created or prepared by Contractor in fulfilling its responsibilities under the terms and conditions in this Contract shall become and remain the property of the YS, subject to any requirements of the law to maintain ownership of the originals. Notwithstanding anything herein to the contrary, YS shall not have any rights to Contractor's proprietary information (i.e., payroll, employee's records, intellectual property, privileged and confidential documentation, review information) or any part thereof.

Upon termination of this Agreement or any renewal period entered into by the parties, Contractor agrees to fully cooperate with YS in the prompt transfer of all electronic healthcare information necessary for the smooth transition of medical services between Contractor and a subsequent healthcare provider. Such electronic healthcare information includes all medical records contained in the electronic medical record system, patient schedules, chronic care lists, off-site appointment lists, and other patient treatment information.

F. Licenses, Certificates, Inspections

Contractor is required to comply with all applicable sanitary, health and fire codes, laws and regulations, and standards required for care of youth and must demonstrate such compliance by submitting annual licenses, certificates and inspection reports to Contract Performance Coordinator no later than thirty (30) days after renewal. Loss of license will result in penalties equal to the per diem for each day the license is revoked or suspended, or may result in immediate termination of the contract and/or removal of youth from the program. YS may remove youth from the program. YS has available to it all rights and remedies afforded under Louisiana law for breach of contract if the Contractor is unable to provide the required services due to failure to obtain required certificates or inspections.

G. Additional Program Requirements

In the event that the Contractor has knowledge of or cause to suspect abuse or neglect of a youth under YS custody, the Contractor shall provide written notification to YS, the Department of Social Services, Office of Community Services, and the local law enforcement agency, in addition to complying with the Child Abuse Reporting and Investigation requirements of Children's Code Articles 609 *et seq.*

Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, YS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within YS Facilities/Programs /Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" YS will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Contractor will also work with the Office of Juvenile Justice PREA Coordinator in scheduling audits in accordance with the agency audit cycle established by YS. Failure to comply with PREA, including PREA Standards and YS Policies, or to pass the PREA audit after any corrective action period may result in termination of the contract.

Contractor is required to comply with all applicable provisions of the Louisiana Children's Code.

SECTION III. STANDARD PROVISIONS

A. GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial Court, Parish of East Baton Rouge, State of Louisiana.

B. CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to notify YS immediately if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

C. AVAILABILITY OF FUNDS

Contractor understands and agrees that this contract is subject to and conditioned upon the availability and appropriation of federal and/or state funds and that no liability or obligation for payment will develop between the parties until this contract has been approved by the Director of the Office of State Procurement, Division of Administration.

The continuation of this contract is contingent upon the appropriation of funds by the legislature to YS to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract, the contract shall terminate on the date of the beginning of the first fiscal year that funds are not appropriated. If a lawful gubernatorial order is issued in or for any given fiscal year during the term of this contract that reduces the funds appropriated in amounts sufficient to preclude making the payments set out herein, the contract shall terminate on the date said funds are no longer available or the contract may be renegotiated to reflect the reduced funds. YS shall not be liable if either of these incidents or any similar incident having the same effect occurs.

D. ALTERATIONS/AMENDMENTS

Any alteration, variation, modification, waiver of provisions and or amendment to this contract shall be valid only when they have been reduced to writing, duly signed by both parties and when required, approved by the Director of the Office of State Procurement and attached to the original of this contract.

E. NONASSIGNABILITY

Contractor shall not assign any interest in the contract by assignment, transfer or novation, without the prior written consent of YS. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to YS.

F. RIGHT TO INSPECT/AUDIT

Contractor agrees that the Legislative Auditor of the State of Louisiana and/or the office of the Governor, Division of Administration auditors, the Inspector General's Office, and /or Youth Services shall have the right to inspect, review, and/or audit all accounts, books, and records which relate to this contract. Contractor is expected to comply with federal and/or state laws requiring an audit of Contractor's operation as a whole or of specific program activities. This option to audit shall remain in effect for five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

If an audit is performed within the contract period for any reason, a copy of the audit report shall be sent to YS within thirty (30) days of the completion of the audit.

Upon the request of YS and at the Contractor's cost, the Contractor shall have ten (10) business days to provide YS with any such information that YS requests for the purpose of determining the validity of the per diem amount or unit cost, either retrospectively or prospectively. YS reserves the right to audit and review any and all of the Contractor's records related to this contract or the performance of the services contracted for herein.

G. RECORD RETENTION

Contractor agrees to maintain all records relevant to medical/mental health care provided to youths in YS custody based on the retention schedule for juvenile medical records. The retention schedule for juvenile medical records is the active period plus 6 years. The active period ends when the juvenile leaves YS' custody.

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least five years after completion or termination of this contract.

H. NOTIFICATION OF STATE EMPLOYMENT

Should contractor or any of its employees become a classified or unclassified employee of the State of Louisiana during the effective period of this contract, Contractor or its employees must notify the appointing authority of the state agency that has employed him of any existing contract with the State of Louisiana. YS reserves the right to cancel the contract if a conflict of interest or a violation of state law occurs as a result of such employment.

I. FORCE MAJEURE

The Contractor or YS shall be excused from performance under the contract for any period that the Contractor or YS is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or YS has prudently and promptly acted to take any and all corrective steps that are within the Contractor's or YS' control to ensure that the Contractor or YS can promptly perform and to minimize the effect of such events upon performance of their respective duties under the contract.

J. PROHIBITION OF POLITICAL USE OF FUNDS

No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority of any political subdivision. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law under consideration by the legislature or any local governing authority of any political subdivision.

K. INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all state departments, agencies, boards and commissions, its officers, agents, servants, employees, partners, and subcontractors including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property that may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands and/or causes of action arising out of the negligence of YS, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless, false or fraudulent.

L. SUBCONTRACTS

Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of YS. Any subcontracts approved by YS shall be subject to all the conditions of this contract. No provisions of this clause and no such approval by YS of any subcontract shall be deemed in any event or manner to create on the part of YS any obligation of YS beyond those specifically set forth herein. No subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. The Contractor will be the single point of contact for all subcontractor work.

M. SANCTIONS

YS may impose sanctions if the contractor fails to adhere to the provisions of the contract or Standard Operating Procedure for Contract Providers available on request and online at www.ojj.la.gov either intentionally or through gross negligence. Monetary sanctions shall not exceed three percent of the gross monthly billing. One sanction may be levied for each individual violation. These sanctions shall be issued by the Agency Deputy Secretary, or designee.

These graduated sanctions are intended to create a positive change of compliance and not intended to cause any negative or detrimental effect on the services available to youth.

Graduated sanctions shall include:

- Monetary sanctions (up to a 3% reduction of monthly payment)
- Termination of contract

N. TERMINATION

YS may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, provided that YS shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then YS may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available under Louisiana law to terminate for cause upon the failure of YS to comply with the terms and conditions of this contract, provided that the Contractor shall give YS written notice specifying YS' failure and a reasonable opportunity for YS to cure the defect.

Either party may terminate this contract for convenience at any time by giving thirty (30) days written notice to the other party. The Contractor shall be entitled to payment for deliverables in progress, to the extent that the services have been provided to the reasonable satisfaction of YS.

YS has the right to cancel this contract with less than thirty (30) days' notice due to budgetary reductions or changes in funding priorities of the State as stated herein.

Upon completion or termination of this contract YS reserves the right to request copies of any records, reports or any other materials related to this contract or any portion thereof.

O. ENTIRE AGREEMENT, ORDER OF PRECEDENCE & SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

P. ELIGIBILITY STATUS

Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

Q. CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

R. CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

S. CERTIFICATIONS AND ASSURANCES

Contractor acknowledges that upon execution of this Contract that the following conditions have been met:

- a. Contractor has no unresolved audit exception(s) with Youth Services. An unresolved audit exception is an exception for which the Contractor has exhausted all administrative and/or judicial remedies and refuses to comply with any resulting demand for payment.

- b. Contractor has not had any contract terminated or has not been denied renewal of any contract for non-compliance with policies or regulations of a state or federally funded program within the past twenty-four (24) months.

In witness thereto, this agreement is signed and entered into this _____ day of September, 2020.

THUS DONE AND SIGNED on the date(s) noted below:

(insert name)
(insert title)
(insert agency)

(insert name)
Deputy Secretary
Youth Services

DATE

DATE

WITNESS

WITNESS

ATTACHMENT III

Electronic Vendor Payment Solution:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT IV:
SAMPLE BOARD RESOLUTION

MEETING OF THE BOARD OF DIRECTORS
OF
(ORGANIZATION'S NAME)

A meeting of the Board of Directions of (ORGANIZATION'S NAME) was held on (DATE), whereby a resolution was passed authorizing (NAME AND TITLE OF THE INDIVIDUAL AUTHORIZED TO SIGN ON BEHALF OF THE ORGANIZATION) by his Signature, to enter into any and all contractual obligations on behalf of this ORGANIZATION.

Secretary/Chairman

ATTACHMENT V:

DISCLOSURE OF OWNERSHIP OF ENTITY

The agency requires all proposing parties disclose any and all owners of the proposing party. Disclosure of the actual ownership of the entity is a critical to the agency's assessment of the proposal. The agency needs this information in order to evaluate the proposing party, in an effort to maintain quality control and to remain in compliance with the requirements of the Louisiana Code of Ethics.

There are differing steps depending on the nature of ownership of the proposing party.

For Proposers who are Individuals:

This attachment requires no response if the Proposer is an individual.

For Proposers who are Louisiana Corporations (for-profit and not-for-profit)

When the proposing party is a Louisiana corporation, whether for-profit or not-for-profit, the corporation must submit a copy of the Disclosure of Ownership form that has been filed with the Louisiana Secretary of State. The Secretary of State will stamp the Disclosure of Ownership form "received and filed." The proposing party will then submit a copy of this document in its proposal as Attachment V. The approximate cost is \$20.00.

The document and filing instructions are available at:

<http://www.sos.la.gov/BusinessServices/PublishedDocuments/320DisclosureofOwnershipCorporation.pdf>.

NOTE: If the corporation is a not-for-profit corporation that is organized on a non-stock basis, the organization may elect to submit a Notarized Affidavit consistent with the procedures required of Louisiana Limited Liability Companies, included below.

For Proposers who are Louisiana Limited Liability Companies:

When the proposing party is a Louisiana limited liability company ("LLC"), the proposing party does not have to submit a Disclosure of Ownership Form through the formal procedure required for corporations. However, the agency still requires ownership information for the reasons stated above. Therefore, in order to comply, the proposing party shall submit, as Attachment V, a Notarized Affidavit from chief officer of the LLC outlining any and all owners of the LLC.

This information does not need to be in a particular form, it simply needs to outline the list of the owners of the LLC, be signed under oath by the lead officer and notarized. A copy of the Affidavit may be submitted.

ATTACHMENT VI

COST PROPOSAL

This RFP is for comprehensive services. The Proposer's cost proposals must identify the firm; fixed per-youth-per-day comprehensive proposed price. Each service should be broken down and totaled for a fixed price per-day-per youth.

In each of the four (4) facilities, the estimated population for 2019 is noted in this RFP in Section 1.9.11 Location/Site. The Proposer shall use YS total estimated youth population to determine the firm, fixed per-youth-per-day costs by the facilities. (Proposers may use each facility capacity numbers to determine firm, fixed per youth per day costs and when figuring population revenue adjustments.)

Proposers must complete Comprehensive Health Care Cost Proposal by Facility, Attachment VII for medical services, pharmacy services, mental health services, substance abuse treatment services, emergency/ambulance services, telemedicine costs, and administrative costs, overhead, all health services categories spelled out in this RFP, and profit as it applies to YS' comprehensive contract.

Population revenue adjustments are explained in Cost Proposal, Attachment V of this RFP. Using a separate sheet for each facility, Proposers must identify population revenue adjustments, by facility, on a per capita charge, based on the current population capacities identified in this RFP. Population revenue adjustments shall begin at ten percent (10%) over or under the facility capacity established by this RFP, and shall identify any increase or decreased per-capita incrementally by ten percent (10%) up to one hundred percent (100%). These adjustments should be reflected in the cost proposal as a 1/12 payments in the event the youth count increases or decreases depending on the shift in youth capacity. The Proposer shall identify any adjustments to the base contracted amounts for population increases and/or decreases. Adjustments to the amounts specified in the contract awarded from this RFP shall be made in the event the youth count increases or decreases at any given facility more than the percentage increments set forth in the cost proposal.

No adjustments shall be made until the population exceeds ten percent (10%) above the stated operating facility capacity. The adjustments shall continue until the youth count returns to within ten percent (10%) of the capacity level. In the event the youth count reaches the twenty percent (20%) level, the thirty percent (30%) level, and so on (in increments of ten percent [10%]); the adjustment for the percentage rate shall apply.

Population revenue due to increase shall be considered full compensation and the only payment for all youth services for those youth over the facility capacity. Population revenue increases are in no way related to monies owed for youth counted within the facility capacity.

Payments to the Contractor for population increases shall be made at fifty percent (50%) of the specified total until a modified staffing pattern is agreed upon by YS and the Contractor. Prior to payment, the Contractor shall provide a written staff analysis to YS with every incremental increase in population that would result in a payment to the Contractor. A justification of the proposed staffing plan and any plan for increase in staffing shall be submitted to YS within thirty (30) days of the population increase. YS shall review and determine appropriateness of the plan within thirty (30) days of receipt of the plan. Rejection of the plan by YS may require additional planning by the Contractor.

Population increase revenue payments by YS to the Contractor are considered comprehensive and shall include all costs to provide health care needs to the youth, including but not limited to:

- a. Staffing
- b. Supplies
- c. Pharmaceutical costs
- d. Administrative overhead costs
- e. Treatment and related services

Deductions for population reductions shall be made at one hundred (100%), effective the date the decrease occurs.

Any future consolidation or separation of any current facility shall not affect the duty of the Contractor to provide services pursuant to the Contract awarded from this RFP in the same manner as though the consolidation or separation had not occurred. Expansion of capacities at existing facilities shall not be interpreted as a new facility.

In the event that YS elects to add new facilities to the Youth Services system, the parties shall negotiate the compensation and staffing levels for each facility, provided YS elects to contract for health care services at any such facility.

YS requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than ninety (90) days from the Proposal due date as well as any extensions agreed to in the course of contract negotiations.

YS recognizes there are certain industry practices for service providers. However, the department encourages Proposer, in their responses to the RFP, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration.

The following assumptions should be made for all per diem per youth fees developed and presented by Proposer.

- Comprehensive Health Care Cost Proposal by Facility, Attachment VII: This pricing worksheet should be submitted for every respondent and all figures will be calculated from the detailed pricing worksheet by category of service.

Health services, such as, emergency room visits, specialty care visits and outpatient surgeries, will not be the responsibility of the Contractor, unless the prison health care model is not utilized for appointment request and approval when seeking these services for a youth. The Proposer must understand that failure to utilize the prison health care model for these services will result in those services being the financial responsibility of the Contractor.

On-Site Medical Services

- All health services personnel not limited to medical, dental, and mental health care.
- All other therapeutic and diagnostic ancillary services including laboratory; X-ray, nuclear

- medicine, and other imaging modalities; EKG; EEG; and dialysis
- All on-site emergency room, outpatient, and inpatient (infirmary) care
- All medical on-site specialty referrals (and initiation of off-site referrals)
- Physical therapy and occupational therapy
- All health related and assistive devices
- Hearing screening and diagnostic services necessary to identify and treat serious hearing impairment
- All optometry and podiatry services

On-Site Mental/Behavioral Health Services

- All psychiatric and mental health services
- All mental health emergency room, outpatient, and inpatient hospital care
- All mental health on or off-site specialty referrals
- Therapeutic and diagnostic ancillary services as listed under "Medical Services" when these are ordered as part of the mental health delivery process

On-Site Dental Services (for all facilities)

- All dental services and supplies

Pharmacy Services

- All prescription medications
- Over-the-counter medications to treat serious medical problems

Health Record Services

- Development, implementation/installation, and maintenance of a paperless health record or Management of a hard-copy health record
- Training of Contractor and YS staff as necessary
- Associated supplies and equipment

Network and Utilization Management Services

- Establishment of a network of regional and tertiary care settings for outpatient specialty services.
- Establishment of a network of regional and tertiary care settings for inpatient care services.
- Establishment of arrangements for local off-site emergency room services.
- Establishment of a process for managing prior approval for elective off-site medical transportation for outpatient care, for inpatient care (not excluding mental health care when off-site inpatient mental health care placement is necessary), for placement at Departmental infirmaries, for placement at Departmental mid-level residential mental health treatment settings, and for placement at Departmental acute care mental health treatment units.
- Management of a prior approval process that typically completes generation of an approval or disapproval within twenty-four (24) hours that provides retrospective approval of emergency travel within one (1) business day and that provides a clear process for dispute management.

Other Costs Across Service Categories

The Contractor is responsible for the following costs:

- All emergency/ambulance required medical transports
- All costs for medical/surgical and office supplies
- All costs for on-site medical and office equipment that are needed in addition to existing equipment
- Other costs not specifically identified but commonly associated with delivery of necessary health services
- Computer installations, software, etc. required for health services use

The cost proposal must be signed by the person authorized to bind the proposing organization in order to be considered.

I understand that if I am awarded a contract agreement as a result of this proposal, I will be required to provide these services at the quoted rate for the three (3) years of the contract.

Proposer's Signature

Date

Printed Name

ATTACHMENT VII. COST PROPOSAL SUMMARY

Comprehensive Health Care Cost Proposal By Facility

Proposer shall provide an annual cost (per capita cost x number of youth x twelve [12] months) and a total cost (annual cost x 3 year contract) that covers comprehensive firm, fixed per-youth-per-day cost (per capita) by facility for all health care services to youth: Proposer shall provide per youth per day cost (per capita) for each fiscal year. Proposer must have the ability to serve all four (4) facilities in order to propose.

T

FACILITY NAME:	FY 2021	FY 2022	FY2023	
BRIDGE CITY CENTER FOR YOUTH (BCCY) Max youth: 84	Per Capita	Per Capita	Per Capita	
	Annual Cost:	Annual Cost:	Annual Cost:	Total Cost for FY21, 22, & 23
SWANSON CENTER FOR YOUTH (SCY) Max youth: 90	Per Capita	Per Capita	Per Capita	
	Annual Cost:	Annual Cost:	Annual Cost:	Total Cost for FY21, 22, & 23
COLUMBIA CENTER FOR YOUTH (CCY) Max youth: 48	Per Capita	Per Capita	Per Capita	
	Annual Cost:	Annual Cost:	Annual Cost:	Total Cost for FY21, 22, & 23
ACADIANA CENTER FOR YOUTH (ACY) Max youth: 72	Per Capita	Per Capita	Per Capita	
	Annual Cost:	Annual Cost:	Annual Cost:	Total Cost for FY21, 22, & 23

***GRAND TOTAL amount for all four (4) facilities for all three (3) years: \$_____**

*The grand total will be used for evaluation purposes only.

ATTACHMENT VIII**COMPREHENSIVE BREAKDOWN -COST PROPOSAL
HEALTH CARE SERVICE CATEGORY IDENTIFICATION**

Each of these health care service categories shall be included in the comprehensive bid price.

Project the total cost for each health care service category:

Comprehensive Breakdown by Service Center	FY 2021	FY 2022	FY 2023	TOTAL COST
Medical Services				
Pharmacy				
Telemedicine				
Mental Health				
Emergency/Ambulance Services				
Health Care Equipment Fund				
Electronic Medical Records				
Dental				
Administrative Overhead				
Substance Abuse Treatment				
ACA Accreditation Fees				
Profit				
GRAND TOTAL:				

**ATTACHMENT IX : COMPREHENSIVE HEALTH SERVICES POPULATION REVENUE
ADJUSTMENT PER CAPITA - BY FACILITY INCREASE**

Proposer shall include this page separately for each facility and each fiscal year.

FISCAL YEAR: _____ FACILITY: _____

Per-Youth-Per-Day-Base Cost: _____ Total Cost for this FY: _____

POPULATION INCREASE % AMOUNT	INCREASE PER CAPITA
10% _____	\$
20% _____	\$
30% _____	\$
40% _____	\$
50% _____	\$
60% _____	\$
70% _____	\$
80% _____	\$
90% _____	\$
100% _____	\$

**ATTACHMENT X: COMPREHENSIVE HEALTH SERVICES POPULATION REVENUE
ADJUSTMENT PER CAPITA - BY FACILITY DECREASE**

Proposer shall include this page separately for each facility and each fiscal year.

FISCAL YEAR: _____ FACILITY: _____

Per-Youth-Per-Day-Base Cost: _____ Total Cost for this FY: _____

POPULATION DECREASE % AMOUNT	DECREASE PER CAPITA
_____ 10%	\$
_____ 20%	\$
_____ 30%	\$
_____ 40%	\$
_____ 50%	\$
_____ 60%	\$
_____ 70%	\$
_____ 80%	\$
_____ 90%	\$
_____ 100%	\$

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